Page 1

NO. DC-19-09828

D&T PARTNERS, LLC) IN THE DISTRICT COURT (Successor in interest to ACET VENTURE PARTNERS, LLC), Plaintiffs VS. ACET GLOBAL, LLC; BAYMARK) DALLAS COUNTY, TEXAS ACET HOLDCO, LLC; BAYMARK MANAGEMENT, LCC; BAYMARK MANAGEMENT, LLC; BAYMARK PARTNERS; DAVID HOOK; TONY LUDLOW; and WINDSPEED TRADING, LLC, Defendants) 116th JUDICIAL DISTRICT

REMOTE ORAL AND VIDEOTAPED DEPOSITION OF

MARC COLE

March 29, 2021

REMOTE ORAL AND VIDEOTAPED DEPOSITION OF MARC COLE, produced as a witness at the instance of the PLAINTIFF, and duly sworn, was taken in the above-styled and numbered cause on March 29, 2021, from 2:04 p.m. to 8:45 p.m., before Mary Karen Usher, CSR in and for the State of Texas, reported by machine shorthand, pursuant to the Federal Rules of Civil Procedure and pursuant to the current Emergency Order Regarding the COVID-19 State of Disaster.

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	2595 Dallas Parkway	4	MARC COLE
6	Site 420 Frisco, Texas 75034	5	EXAMINATION BY MR. FREEMAN 6
7	(214) 984-3410	6	Signature and Changes 201
8	jason@freemanlaw.com	7	Signature and Changes
9	zmontgomery@freemanlaw.com	8	EXHIBITS
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18	MS. BRENDA HARD-WILSON MR. TIM WOODS	17	
	Higier Allen	18	
19	2711 North Haskell Avenue Suite 2400	19	
20	Dallas, Texas 75204	20	
21	(972) 371-2481 bhard-wilson@higierallen.com	21	
21	twoods@higierallen.com	22	
22		23	
23 24		24	
25		25	
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1	FOR THE WITNESS:	1	PROCEEDINGS
2	MR. JOHN DAVID BLAKLEY	2	MARC COLE,
	Dunn Sheehan LLP	3	
3	3400 Carlisle Street		having been first duly sworn, testified as follows:
	Suite 200	4	THE REPORTER: Pursuant to the current
4	Dallas, Texas 75204	5	emergency order regarding COVID-19 State of Disaster,
_	(214) 764-8333	6	this deposition of Marc Cole is being conducted remotely
5	jdblakley@dunnsheehan.com	7	via Zoom. Today's date is March 29, 2021, and the time
6	ALCO DECENT.	8	is 2:04 p.m. The witness is located in Orange County,
7	ALSO PRESENT:	9	California.
7	Mr. Tomer Damti Mr. Matt Denegre	10	My name is Karen Usher, Texas CSR
8		11	No. 5536. I have administered the oath, and I am
9		12	reporting the deposition remotely by stenographic means
10		13	from my residence within the State of Texas.
11			-
12		14	The witness has represented to me under
13		15	oath that he is Marc Cole. Will counsel please state
14		16	their appearances and any agreements for the record.
1 5		17	MR. BLAKLEY: Jason Blakley on behalf of
15 16		18	deponent Marc Cole.
15 16 17			
16		19	MR. FREEMAN: Jason Freeman on behalf of
16 17		19 20	MR. FREEMAN: Jason Freeman on behalf of plaintiffs.
16 17 18 19 20			plaintiffs.
16 17 18 19 20 21		20 21	plaintiffs. MR. PERRIN: Ed Perrin on behalf of all
16 17 18 19 20 21		20 21 22	plaintiffs. MR. PERRIN: Ed Perrin on behalf of all defendants with the exception of Windspeed Trading
16 17 18 19 20 21 22 23		20 21 22 23	plaintiffs. MR. PERRIN: Ed Perrin on behalf of all defendants with the exception of Windspeed Trading Company. Karen, I'll be happy to read those in if you'd
16 17 18 19 20 21 22		20 21 22	plaintiffs. MR. PERRIN: Ed Perrin on behalf of all defendants with the exception of Windspeed Trading

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1	MS. HARD-WILSON: Brenda Hard-Wilson on	1	organizer of the investment.
2	behalf of Windspeed.	2	Q. Who was the organizer of that investment?
3	MR. WOODS: With Tim Woods as well.	3	A. Metropolitan Equity Partners out of New York.
4	MR. FREEMAN: And just to be clear, there	4	Q. What was your role with Metropolitan?
5	are a couple of agreements on the record. One is that	5	A. I was acting as a managing director of
6	objections by one of the defendants' counsel will apply	6	originations and deal structuring. And although I had
7	to all of the other defendants so that we can avoid	7	not participated in that investment, I had solicited
8	unnecessarily cluttering the record. And then one other	8	investors on its behalf.
9	item that we discussed at the outset is that Mr. Cole	9	Q. Were you were there any allegations that
10	will be testifying in this deposition in his capacity as	10	you engaged in any violations?
11	a corporate representative. We will later during the	11	A. No.
12	deposition, if necessary, begin in his individual	12	Q. Were you sued as a result of that case?
13	capacity.	13	A. No.
14	EXAMINATION	14	Q. Did you have any kind of settlement as a
15	BY MR. FREEMAN:	15	result of that case?
16	Q. Mr. Cole, could you state your full name for	16	A. No.
17	the record?	17	Q. Is that case still ongoing?
18	A. Marc Adam Cole.	18	A. I'm not aware.
19	Q. Mr. Cole, my name is Jason Freeman. I	19	Q. When was the last time you spoke with anybody
20	represent D&T Partners, LLC, which is the successor in	20	about that case?
21	interest to ACET Partners, LLC. Do you understand that	21	A. It would have been in the deposition.
22	you're here today in connection with a lawsuit between	22	Q. Have you ever been involved with another
23	D&T Partners and several other defendants here?	23	deposition?
24	A. I do.	24	A. Yes.
25	Q. Have you ever participated in a deposition	25	Q. Could you tell me about that one?
	Page 7		Page 9
			1430
1	before?	1	A. I was called as a witness in another
1 2	before? A. Yes.	1 2	
			A. I was called as a witness in another
2	A. Yes.	2	A. I was called as a witness in another investment, equity investment, where my employer, Melon
2	A. Yes. Q. One second.	2 3	A. I was called as a witness in another investment, equity investment, where my employer, Melon Ventures, was sued in connection with an investment.
2 3 4	A. Yes. Q. One second. MR. FREEMAN: Karen, are we recording?	2 3 4	A. I was called as a witness in another investment, equity investment, where my employer, Melon Ventures, was sued in connection with an investment. Q. And what was the nature of that?
2 3 4 5	A. Yes. Q. One second. MR. FREEMAN: Karen, are we recording? THE REPORTER: You mean video?	2 3 4 5	 A. I was called as a witness in another investment, equity investment, where my employer, Melon Ventures, was sued in connection with an investment. Q. And what was the nature of that? A. The plaintiff alleged that although Melon was
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. Yes. Q. One second. MR. FREEMAN: Karen, are we recording? THE REPORTER: You mean video? MR. FREEMAN: Yes, ma'am. THE REPORTER: No, sir. I can't act as the videographer and the court reporter. So I can transfer hosting abilities to you, and you can record it. Would you like me to do that? MR. FREEMAN: Yeah. THE REPORTER: Okay. I just made you the host. MR. FREEMAN: Thanks, Karen. Q. (BY MR. FREEMAN) I'm going to ask that question again just so we can make a clean transition. Mr. Cole, have you ever participated in a deposition before? A. Yes. Q. When was that?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. I was called as a witness in another investment, equity investment, where my employer, Melon Ventures, was sued in connection with an investment. Q. And what was the nature of that? A. The plaintiff alleged that although Melon was the largest shareholder in the company, that it acted to suppress third-party investment interest in that company to maximize its own position. Q. And what was your position with Melon Ventures? A. I was an investment associate, which is fairly low. Q. What time frame was this? A. I was with Melon from 1999 to 2003, and I suspect it was between the years of 2000 and 2001. Q. That you had your deposition taken? A. Yes. Q. Okay. Were you sued as a result of that A. No. Q. — case? Did you face any regulatory inquiry?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. Yes. Q. One second. MR. FREEMAN: Karen, are we recording? THE REPORTER: You mean video? MR. FREEMAN: Yes, ma'am. THE REPORTER: No, sir. I can't act as the videographer and the court reporter. So I can transfer hosting abilities to you, and you can record it. Would you like me to do that? MR. FREEMAN: Yeah. THE REPORTER: Okay. I just made you the host. MR. FREEMAN: Thanks, Karen. Q. (BY MR. FREEMAN) I'm going to ask that question again just so we can make a clean transition. Mr. Cole, have you ever participated in a deposition before? A. Yes. Q. When was that? A. I believe the last deposition was 2018 or	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. I was called as a witness in another investment, equity investment, where my employer, Melon Ventures, was sued in connection with an investment. Q. And what was the nature of that? A. The plaintiff alleged that although Melon was the largest shareholder in the company, that it acted to suppress third-party investment interest in that company to maximize its own position. Q. And what was your position with Melon Ventures? A. I was an investment associate, which is fairly low. Q. What time frame was this? A. I was with Melon from 1999 to 2003, and I suspect it was between the years of 2000 and 2001. Q. That you had your deposition taken? A. Yes. Q. Okay. Were you sued as a result of that A. No. Q case? Did you face any regulatory inquiry? A. No.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. Yes. Q. One second. MR. FREEMAN: Karen, are we recording? THE REPORTER: You mean video? MR. FREEMAN: Yes, ma'am. THE REPORTER: No, sir. I can't act as the videographer and the court reporter. So I can transfer hosting abilities to you, and you can record it. Would you like me to do that? MR. FREEMAN: Yeah. THE REPORTER: Okay. I just made you the host. MR. FREEMAN: Thanks, Karen. Q. (BY MR. FREEMAN) I'm going to ask that question again just so we can make a clean transition. Mr. Cole, have you ever participated in a deposition before? A. Yes. Q. When was that? A. I believe the last deposition was 2018 or 2019. Q. And what was that in connection with?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. I was called as a witness in another investment, equity investment, where my employer, Melon Ventures, was sued in connection with an investment. Q. And what was the nature of that? A. The plaintiff alleged that although Melon was the largest shareholder in the company, that it acted to suppress third-party investment interest in that company to maximize its own position. Q. And what was your position with Melon Ventures? A. I was an investment associate, which is fairly low. Q. What time frame was this? A. I was with Melon from 1999 to 2003, and I suspect it was between the years of 2000 and 2001. Q. That you had your deposition taken? A. Yes. Q. Okay. Were you sued as a result of that A. No. Q. — case? Did you face any regulatory inquiry? A. No. Q. Do you know what the outcome of that case was? A. I believe either the case was dismissed or

2.4

2.2

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- Q. Okay. Have you ever had your deposition taken in any other matter?
- A. Once more, and I'm going to be very foggy on the details because I was truly a witness.
 - Q. Do you know what that case was?
- A. There was a lawsuit related to an investment that I did not make. I have been in the investment or lending business for 20 years, and so I review hundreds of transactions. One partner in this particular company sued the other and wanted my opinion as to the viability or valuation that an investor would have made had I invested in the company. So it was never clear to me why I was called because I had not affirmatively invested in the company.
- Q. Were you designated as an expert witness, do you know?
- A. I don't know. And quite frankly, it was so outside of my doing that I did not retain counsel.
- Q. And you have not been -- you have not had your deposition taken in any other matter?
- A. No.

2.0

- Q. Did you have any ownership in Melon Ventures?
- A. I did not have any ownership in Melon
- Ventures. The nature of the partnership was I had an
- investment participation on a deal-by-deal basis.

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- and nodding my head to the extent I remember, but you'll remind me if I forget.
- Q. Well, I will or Karen probably will. But I think you have anticipated several of the words of advice. So, just the last couple I'll ask, is it fair to say that if you don't tell me that you don't understand a question that I ask, that I'll be safe in assuming you understood the question?
 - A. I will say it in the affirmative. If I don't understand a question, I'll let you know.
- Q. Great. And if you need to take a break at any time, please just let me know. All that I'll ask is that you, you know, answer or address the question that's on the table at that time, and then we can take a break, restroom break, water break, any time you need.
- A. Understood.
- Q. Mr. Cole, who did you discuss this deposition with?
- 19 A. With J.D. Blakley.
 - Q. Anyone else?
 - A. I, initially, before I understood this matter, had consulted with two other attorneys; but when it was clear to me that I was going to be deposed and that I needed Texas counsel, I discussed this matter with J.D.
 - and his colleagues and no one else.

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- Q. What does that mean?
- A. That means if the deals were successful and the limited partners recovered their capital and an additional coupon we call it, then there was a partnership profit to be shared. And I had a very small percentage in that profit.
- Q. What about Metro Managers? Did you have any ownership?
- A. No. I had a variation of what I had at Melon Ventures. I had deal-by-deal economics.
- Q. So you have been through this process a few times, it sounds like, in other contexts. I will give you a little bit of laying the groundwork for what's to come.
- Do you understand that you're here under oath today?
- A. I do.
- Q. Do you understand that it's a crime to lie under oath?
 - A. I do.
 - Q. Just a few ground rules. When I ask a question, if you will, just let me complete it before you give an answer just for the sake of -- for Karen's sake. Does that make sense?
 - A. Yes. And I will avoid "ums" and "you knows"

Page 13

- Q. Well, I'll go on the record and tell you you got a good lawyer. I know J.D.; I think you picked well.
- What else did you do to prepare for this deposition?
- A. The facts of the transaction, as you know, occurred several years ago, and I'm in a very transactional business where I review hundreds if not thousands of opportunities. So I would say I principally did three steps.

One, I reviewed several of the files that were available to me through my file storage system.

Two, I asked a current investment colleague that works with me today that would have had more operational involvement what background he remembered about this specific transaction. And three, I reviewed some documentation provided to me by my counsel.

- Q. Okay. Can I ask you about a few topics, just specifically in terms of what you may have done to prepare regarding Super G Capital, LLC's, relationship with ACET Global, LLC, ACET Venture Partners, LLC, Baymark Holdco, LLC, Baymark ACET Direct Invest, LLC,
- 23 Baymark Management, LLC, Baymark Partners, Baymark
- 24 Partners Management, LLC, Windspeed Trading, LLC, David
 - Hook, Anthony "Tony" Ludlow, or William Szeto?

	Page 14		Page 16
1	A. Is there a question?	1	prepare with respect to the category of the foreclosure
2	Q. Yes, sir. Asking what you did specifically to	2	sale of ACET Global, LLC's, assets to Windspeed Trading,
3	prepare with respect to those that category.	3	LLC?
4	A. Okay. And I don't	4	A. I reviewed the foreclosure agreement that was
5	MR. BLAKLEY: Objection, form. Go ahead.	5	both in my possession, as well as provided to me by
6	A. I don't know all of the entities that you	6	counsel.
7	mentioned or their relationship. I believe, in my	7	Q. Okay. Mr. Cole, you mentioned someone in
8	reviewing the materials provided to me by counsel,	8	there that you had had some conversations with a
9	reviewing documents that were in Super G Capital's	9	former employee or employees. Could you tell me who
10	document storage system and we can talk about that,	10	those were?
11	including a general description of the company and final	11	A. I had an employee at my company, which is
12	form legal documents, that I understand big picture the	12	called SG Credit Partners, named Alex Godinez,
13	nature of the parties. I do not know the specifics of	13	G-O-D-I-N-E-Z.
14	the Baymark-level or ACET-level entities.	14	Q. Okay.
15	Q. (BY MR. FREEMAN) I'm going to ask you about a	15	A. Alex was an employee at Super G Capital that
16	couple of other a few other categories. What did you	16	was closer to the documentation and the records and
17	do to prepare with respect to the category of any	17	filing at the individual loan level than I was. Alex
18	agreements entered into between or involving Super G	18	reported to me at Super G Capital, and he was one of a
19	Capital, LLC, and any of those parties?	19	dozen team members I took to start SG Credit Partners in
20	MR. BLAKLEY: Objection, form.	20	2018.
21	A. As I said, I reviewed documents that were in	21	Q. Okay. Was there anyone else?
22	my possession when I left Super G Capital through our	22	A. No.
23	file storage system. You may hear me reference Dropbox.	23	Q. Who did Alex Godinez report to?
24	That was the folder and file storage system that we	24	A. Me.
25	used. I reviewed legal agreements and filings largely	25	Q. While at Super G?
	Page 15		Page 17
1	Page 15 that were prepared and sent to me by counsel, and I had	1	Page 17 A. Yes.
1 2		1 2	A. Yes.Q. Okay. Was there anyone else who was
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Page 18 Page 20 1 as an authorized representative. What I'm unaware of is 1 why I took my team and we spun out of Super G Capital. 2 if that has a legal definition that I might not meet. 2 Q. Got it. Okay. I'm going to transition a bit 3 Q. Fair enough. So is it your understanding --3 here. You are familiar with Super G Capital, LLC, 4 let's back up. 4 correct? 5 Is the founder and shareholder that you 5 A. Yes. 6 refer to, is that Darrin Ginsberg? Q. How are you familiar with it? 6 7 7 A. Correct. A. I was an employee beginning in 2013 where I 8 8 Q. Is it your understanding that Darrin Ginsberg held a variety of executive level roles. And I continue 9 has the authority to designate a corporate 9 to advise Darrin Ginsberg in the full liquidation of the 10 representative for Super G? 10 business and the satisfaction of his creditors. 11 A. Yes. He's the manager of the entity. He's 11 Q. And are you familiar with ACET Global, LLC? 12 the CEO of the business, and his and his trusts are the 12 A. The company; perhaps not the legal entity. owners of the business. 13 13 Q. How is it that you're familiar with the 14 Q. Got it. And it is your understanding he has 14 15 authorized you in that capacity? 15 A. I recall that Steve Bellah led a loan to the 16 A. Yes. And furthermore, there is a legal 16 company; and I, as CFO, was familiar with all of the 17 servicing agreement between my company, SG Credit 17 loan transactions. 18 Partners, and his company, Super G Capital, that was put 18 Q. Does Super G have any relationship to ACET 19 in place so that SG Credit would use its staff to assist 19 Global, LLC? 20 in the collection on identified outstanding loans. And 20 MR. BLAKLEY: Objection, form. 21 I believe that Windspeed is listed as an identified 21 Q. (BY MR. FREEMAN) And Mr. Cole, even though 22 outstanding loan. 22 there's an objection, you can -- you still have to 23 O. Got it. 23 answer. 2.4 A. So I'll re-answer the question and say I 2.4 A. Okay. 25 believe I have the authority. 25 MR. PERRIN: Jason, just for Page 19 Page 21 1 1 Q. Understood. Does Super G hold you out as an clarification, when -- although J.D. is not representing 2 employee of Super G Capital? 2 a defendant, we'll have the same agreement that an 3 3 A. Yes and no. The yes is that Super G has objection by him can be deemed an objection by all the 4 4 maintained a website with my appearance on it, and I'll defendants as well as the deponent's counsel? 5 5 explain why. And the no is that, at this point, Super G MR. FREEMAN: Yes, sir. 6 Capital is Darrin Ginsberg, and he understands that I am 6 MR. PERRIN: Thank you. 7 7 not an employee and I am not compensated for assisting A. Super G Capital did a foreclosure on ACET. 8 8 And when I say "ACET," I'm referring to the operating 9 Q. Okay. And why is it that they hold you out on 9 business. And as a result of that procedure, there 10 the company website? 10 would be no further ongoing relationship between Super G 11 A. Super G Capital is in wind-down. Winding down 11 Capital and ACET. 12 12 a portfolio of loans is the single worst way to monetize Q. (BY MR. FREEMAN) Okay. Let me ask it another 13 way. Has Super G ever had any relationship or ownership 13 a pool of assets. And Darrin Ginsberg and I shared a 14 concern that it is possible a borrower might use the 14 with respect to ACET Global, LLC? 15 company's and Darrin's circumstances as a reason not to 15 MR. BLAKLEY: Objection, form. Go ahead. 16 pay. So we are not publicly advertising that the 16 A. Super G had extended a loan to ACET. 17 17 Q. (BY MR. FREEMAN) And that's it? business is in wind-down. 18 Q. And why is it that Darrin Ginsberg is not 18 A. That's it. 19 serving as the corporate representative? 19 Q. Who was involved in establishing that 2.0 A. For a variety of reasons. One, Darrin is ill; 20 particular relationship? 21 and two, I led the initiative at Super G Capital to make 21 A. Steve Bellah led the loan and was the loan 22 what we called cash flow loans of which ACET and 22 23 Windspeed fell under. And Darrin would have absolutely 23 Q. Okay. Was anyone else, you know, not just 24 no knowledge of those transactions. Over time, it was 24 from Super G, but any other persons involved in that? 25 clear that our businesses were very different, which is 25 A. I can only speak to Super G.

	Page 22		Page 24
1	Q. Okay. Do you know who proposed establishing	1	of the entity?
2	the relationship or the loan?	2	A. I was made aware of the fact that there was a
3	A. Steve Bellah.	3	
			restructuring option that involved a new business
4	Q. Do you know what it was intended to	4	entity.
5	accomplish?	5	Q. Was that new business entity Windspeed?
6	A. Yes. And again, I'm not fully aware of the	6	A. It is now, yes.
7	legal entities. But my recollection, which was aided by	7	Q. Was it proposed to be a different entity?
8	the materials that I reviewed in the last few weeks and	8	A. No.
9	consistent with my memory, was the Super G loan proceeds	9	Q. Just wasn't specified at the time?
10	enabled the private equity firm that I know as Baymark	10	A. I don't recall.
11	to acquire a significant position in ACET.	11	Q. Okay. Who made you aware of this?
12	Q. Did you or did Super G ever discuss any other	12	A. Steve Bellah.
13	possible ways to accomplish that objective?	13	Q. And how did Steve Bellah become aware of it?
14	A. I didn't.	14	MS. HARD-WILSON: Objection, form.
15	Q. Do you know if anyone else at Super G did?	15	A. Steve spoke to the various to the borrower,
16	A. No.	16	and the borrower in the case was ACET, and likely its
17	Q. And I think I already asked this, but just to	17	investors.
18	be clear, does Super G currently have any interest in	18	Q. (BY MR. FREEMAN) And Steve Bellah was an
19	ACET Global, LLC?	19	employee of Super G at the time?
20	A. My understanding is that interest would be	20	A. Yes.
21	discharged with the foreclosure.	21	Q. Is it your understanding that the investors
22	Q. Okay. Are you familiar with Windspeed	22	made him aware of this other option to restructure?
23	Trading, LLC?	23	MR. PERRIN: Objection, form.
24	A. I am.	24	MS. HARD-WILSON: Objection, form.
25	Q. How are you familiar with Windspeed Trading?	25	A. Yes sir.
	Page 23		Page 25
1	A. I was involved in approving the foreclosure	1	Q. (BY MR. FREEMAN) Is that correct?
2	and, more broadly, the restructuring of the ACET loan at	2	A. That's my understanding.
3	Super G. And that included the sale of assets and	3	Q. Now, you mentioned you were made aware of it.
4	formation of what I believe is Windspeed Trading.	4	Did you approve it?
5	Q. Okay. Does Super G have any relationship with	5	A. I did.
6	Windspeed Trading, LLC?	6	Q. When did you approve it, if you know?
7	MR. BLAKLEY: Objection, form.	7	A. When did I approve what?
8	A. Yes. Super G has a loan receivable from	8	Q. This restructuring option.
9	Windspeed, which has not been satisfied; and Super G has	9	A. I don't know. So likely before the sale.
10	a warrant position to acquire equity, which it has not	10	Q. Okay. What constitutes an approval?
11	exercised.	11	MR. BLAKLEY: Objection, form.
12	Q. (BY MR. FREEMAN) Okay. When was that	12	A. At the time, I had sole investment committee
12			
13	relationship established with Windspeed?	13	approval at Super G Capital because of Darrin's absence.
	- · ·	13 14	approval at Super G Capital because of Darrin's absence. So I would have effectively made the decision and signed
13	relationship established with Windspeed?		
13 14	relationship established with Windspeed? MR. PERRIN: Objection, form.	14	So I would have effectively made the decision and signed
13 14 15	relationship established with Windspeed? MR. PERRIN: Objection, form. A. May I look at the documentation that I have?	14 15	So I would have effectively made the decision and signed the agreement.
13 14 15 16	relationship established with Windspeed? MR. PERRIN: Objection, form. A. May I look at the documentation that I have? Q. (BY MR. FREEMAN) Yes, sir.	14 15 16	So I would have effectively made the decision and signed the agreement. Q. (BY MR. FREEMAN) Okay. With a proposal of
13 14 15 16 17	relationship established with Windspeed? MR. PERRIN: Objection, form. A. May I look at the documentation that I have? Q. (BY MR. FREEMAN) Yes, sir. A. It is neatly organized, but I will need a	14 15 16 17	So I would have effectively made the decision and signed the agreement. Q. (BY MR. FREEMAN) Okay. With a proposal of that nature, is it required to go before the investment
13 14 15 16 17 18	relationship established with Windspeed? MR. PERRIN: Objection, form. A. May I look at the documentation that I have? Q. (BY MR. FREEMAN) Yes, sir. A. It is neatly organized, but I will need a minute. It appears that on March 1, 2019, there was a	14 15 16 17 18	So I would have effectively made the decision and signed the agreement. Q. (BY MR. FREEMAN) Okay. With a proposal of that nature, is it required to go before the investment committee?
13 14 15 16 17 18	relationship established with Windspeed? MR. PERRIN: Objection, form. A. May I look at the documentation that I have? Q. (BY MR. FREEMAN) Yes, sir. A. It is neatly organized, but I will need a minute. It appears that on March 1, 2019, there was a bill of sale that was executed and related to that	14 15 16 17 18 19	So I would have effectively made the decision and signed the agreement. Q. (BY MR. FREEMAN) Okay. With a proposal of that nature, is it required to go before the investment committee? MR. BLAKLEY: Objection, form.
13 14 15 16 17 18 19 20	relationship established with Windspeed? MR. PERRIN: Objection, form. A. May I look at the documentation that I have? Q. (BY MR. FREEMAN) Yes, sir. A. It is neatly organized, but I will need a minute. It appears that on March 1, 2019, there was a bill of sale that was executed and related to that I'm not sure if you're looking for an exact date, but	14 15 16 17 18 19 20	So I would have effectively made the decision and signed the agreement. Q. (BY MR. FREEMAN) Okay. With a proposal of that nature, is it required to go before the investment committee? MR. BLAKLEY: Objection, form. A. Yes. Any the proposal required capital,
13 14 15 16 17 18 19 20 21	relationship established with Windspeed? MR. PERRIN: Objection, form. A. May I look at the documentation that I have? Q. (BY MR. FREEMAN) Yes, sir. A. It is neatly organized, but I will need a minute. It appears that on March 1, 2019, there was a bill of sale that was executed and related to that I'm not sure if you're looking for an exact date, but Q. No, just a you know, actually, your	14 15 16 17 18 19 20 21	So I would have effectively made the decision and signed the agreement. Q. (BY MR. FREEMAN) Okay. With a proposal of that nature, is it required to go before the investment committee? MR. BLAKLEY: Objection, form. A. Yes. Any the proposal required capital, and any capital required the investment committee, which
13 14 15 16 17 18 19 20 21 22	relationship established with Windspeed? MR. PERRIN: Objection, form. A. May I look at the documentation that I have? Q. (BY MR. FREEMAN) Yes, sir. A. It is neatly organized, but I will need a minute. It appears that on March 1, 2019, there was a bill of sale that was executed and related to that I'm not sure if you're looking for an exact date, but Q. No, just a you know, actually, your understanding of what it is. Ballpark date is fine.	14 15 16 17 18 19 20 21 22	So I would have effectively made the decision and signed the agreement. Q. (BY MR. FREEMAN) Okay. With a proposal of that nature, is it required to go before the investment committee? MR. BLAKLEY: Objection, form. A. Yes. Any the proposal required capital, and any capital required the investment committee, which at the time would have been me.
13 14 15 16 17 18 19 20 21 22 23	relationship established with Windspeed? MR. PERRIN: Objection, form. A. May I look at the documentation that I have? Q. (BY MR. FREEMAN) Yes, sir. A. It is neatly organized, but I will need a minute. It appears that on March 1, 2019, there was a bill of sale that was executed and related to that I'm not sure if you're looking for an exact date, but Q. No, just a you know, actually, your understanding of what it is. Ballpark date is fine. A. March of 2019 was the foreclosure. The entity	14 15 16 17 18 19 20 21 22 23	So I would have effectively made the decision and signed the agreement. Q. (BY MR. FREEMAN) Okay. With a proposal of that nature, is it required to go before the investment committee? MR. BLAKLEY: Objection, form. A. Yes. Any the proposal required capital, and any capital required the investment committee, which at the time would have been me. Q. (BY MR. FREEMAN) Okay. And what type of

Page 26 Page 28 1 1 business at the time. Q. (BY MR. FREEMAN) Okay. Who proposed 2 2 Q. So is that just an oral approval? establishing that relationship? 3 3 A. I don't recall. 4 Q. Is that done by phone or in person? 4 Q. And did Super G ever discuss any other 5 A. It would likely be done by a call with Steve 5 possible ways to -- any possible alternatives to that 6 in his home office and me in my Newport Beach office. 6 relationship? 7 Q. Okay. Are any other persons involved in that MR. PERRIN: Objection, form. 8 8 call or on that call? A. I don't recall the discussions with Steve, but 9 9 A. I don't recall. I know how I conduct workouts and would have solicited 1.0 Q. Would it be typical for other persons to be on 10 or inquired as to an alternative from a set of lenders, 11 that call? 11 foreclosure alternatives. 12 12 A. When we had an investment committee, yes. But Q. (BY MR. FREEMAN) Do you know why any of those 13 13 the company was in transition; and so for a small legacy were not ultimately used? 14 matter involving a small amount of capital, it would be 14 MR. PERRIN: Objection, form. 15 typical for the loan officer and myself to make the 15 A. I know that Baymark, at a certain point, 16 16 decision. refused to contribute capital. The default move with 17 Q. So would there -- would it be typical for a 17 a -- a sponsor, as we call them in a transaction, is to 18 representative of ACET Global on such a transaction to 18 lean on the sponsor to put more money into the company. 19 19 have been part of that conversation? And I became aware that that was not going to happen. 20 20 A. Absolutely not. So the other option is a liquidation of the inventory. 21 21 Q. Okay. In terms of establishing this Q. (BY MR. FREEMAN) When you refer to "sponsor," 22 relationship, the warrants, for example, with respect to 22 you're referring to representatives of the Baymark 23 23 Windspeed, who was involved in establishing that parties? 24 MR. PERRIN: Objection, form. 2.4 relationship? A. For Super G Capital, it would have been myself 25 A. We use the term "sponsor" to describe a 25 Page 27 Page 29 1 1 and Steve Bellah. And Steve was discussing the private equity owner of a business. 2 transaction with the other participants, which would 2 Q. (BY MR. FREEMAN) In this specific context, 3 3 have been Baymark and I believe it's pronounced Szeto. would that be Tony Ludlow? 4 4 Q. So I'm going to give a pointer on this because A. I don't know and was never fully aware of the 5 I just learned last week. I believe it's Szeto with a 5 Baymark entities. I refer to the Baymark ownership as 6 hard Z. We'll know what we're talking about; Karen may 6 Baymark, and I understand from the documentation I have 7 7 seen in the last few weeks that Tony is affiliated with 8 8 Were there any other agents or Baymark. 9 representatives involved in establishing that 9 Q. Okay. Would it have included David Hook? 10 relationship? 10 MR. PERRIN: Objection, form. 11 A. I don't know. I'm not aware of any other. 11 A. Same answer. I have seen his name recently. 12 Q. (BY MR. FREEMAN) Understood. Are you 12 Q. And why was that relationship established? MR. PERRIN: Objection, form. familiar with Tony Ludlow? 13 13 A. I'm not. 14 MS. HARD-WILSON: Objection, form. 14 15 A. Super G Capital had a nonperforming loan, a 15 Q. Are you familiar with David Hook? 16 significantly nonperforming loan. The company that I 16 17 call ACET was unable to make payments. And Super G 17 Q. Are you familiar with Baymark Partners 18 Capital needed to preserve that loan. And so in my 18 Management, LLC? 19 world, that is a workout; and so Steve Bellah and I 19 A. I'm familiar with an entity that I believe is 2.0 would have discussed several workout scenarios, which is 20 in Texas known as Baymark that was our partner -- who 21 sub-scale companies are always the lesser of 21 was the sponsor, but I am not familiar with the -- with 22 unattractive options. And it is from that review of 22 the entity-level information. 23 options that we concluded the best or least bad option 23 Q. Fair enough. I'm going to go ahead and just 2.4 was a foreclosure and the transaction that you're aware 24 to simplify our lives, I'm going to define a phrase 25 of with Windspeed. 25 here, the Baymark parties.

	Page 30		Page 32
1	A. Okay.	1	A. I don't know.
2	Q. So when we speak of that, unless we clarify	2	Q. Mr. Cole, with respect to your affidavit that
3	within it, let's assume that that means that includes	3	was produced in this matter, have you given more than
4	the Baymark Partners Management, LLC, ACET Global, LLC,	4	one affidavit in this matter?
5	Baymark ACET Holdco, LLC, Baymark ACET Direct Invest,	5	A. I don't know. The only affidavit I can recall
6	LLC, Baymark Management, LLC, Baymark Partners, Tony	6	was given within the last 90 days.
7	Ludlow, David Hook, and Matt Denegre	7	Q. Okay. Not aware of another affidavit?
8	A. Thank you.	8	A. I'm not aware of any other proceedings prior
9	Q are the Baymark parties.	9	to the last 90 days.
10	A. Okay.	10	Q. Fair enough. Who requested your affidavit?
11	Q. Can you tell me about each agreement that	11	A. I believe it was Baymark counsel.
12	Super G had with any of the Baymark parties?	12	Q. And do you know specifically who that was?
13	MR. PERRIN: Objection to the definition;	13	A. I have communicated with Ed Perrin, but I
14	objection to the form of the question.	14	can't recall if it was Ed or a colleague on the very
15	A. Could you rephrase the question?	15	first conversation.
16	Q. (BY MR. FREEMAN) Yes, sir. And I can go	16	Q. Okay. How many conversations did you have
17	through all of them individually.	17	regarding that affidavit?
18	A. No, that's all right.	18	A. One or two.
19	Q. Can you tell me about each agreement that	19	Q. And who were those with?
20	Super G had with any of the Baymark parties?	20	A. Again, I believe I was dealing with Baymark
21	A. We had an operating agreement for Windspeed	21	counsel at the time.
22	Trading for which surely one of those Baymark entities	22	Q. Okay. Were you represented by counsel during
23	you just mentioned was an equity or warrant holder in	23	that?
24	Windspeed. And Super G Capital was a warrant holder in	24	A. No.
25	Windspeed.	25	Q. Who drafted your affidavit?
	Page 31		Page 33
1	Q. Okay. Any others that you can think of?	1	A. I believe it was Baymark counsel.
2	A. That's the only relationship I'm aware of.	2	Q. And do you know which of their counsel drafted
3	Q. Okay. With that relationship, what documents	3	that?
4	memorialized the scope of the relationship with which	4	A. I don't.
5	A. There's an operating agreement.	5	Q. Did they send you a copy of it?
6	Q. And is there are there multiple versions of	6	A. Yes.
7	the operating agreement?	7	Q. Were there any changes to the first version
8	MS. HARD-WILSON: Objection, form.	8	you received?
9	A. I'm only aware of one.	9	A. I don't recall.
10	Q. (BY MR. FREEMAN) I'm sorry, Mr. Cole?	10	Q. Do you recall if they sent it to you more than
11	A. I'm only aware of one version.	11	one time?
12	Q. Okay. Is that the amended and restated	12	A. I don't recall.
13	version?	13	Q. Do you recall if you requested any changes?
14	THE WITNESS: Question for counsel,	14	A. I don't recall.
15	Jason. Do you know which document binder and which tab	15	Q. Do you recall if you requested to remove any
16	that is?	16	statements from the affidavit?
	MR. FREEMAN: If you have the exhibits,	17	A. I don't recall.
17		18	Q. Do you recall what your initial reaction was
17 18	that is	1 -0	
	that is MR. BLAKLEY: Exhibit 5 in plaintiff's	19	when you got that affidavit, initially?
18			A. Nuisance. This is a former company and a
18 19	MR. BLAKLEY: Exhibit 5 in plaintiff's binder. MR. FREEMAN: Correct.	19	A. Nuisance. This is a former company and a nonperforming loan from many years ago, and I'm in the
18 19 20	MR. BLAKLEY: Exhibit 5 in plaintiff's binder.	19 20	A. Nuisance. This is a former company and a nonperforming loan from many years ago, and I'm in the middle of a large financing. So quite frankly, any
18 19 20 21	MR. BLAKLEY: Exhibit 5 in plaintiff's binder. MR. FREEMAN: Correct.	19 20 21	A. Nuisance. This is a former company and a nonperforming loan from many years ago, and I'm in the middle of a large financing. So quite frankly, any legacy matter, I was probably thinking nuisance. Not to
18 19 20 21 22	MR. BLAKLEY: Exhibit 5 in plaintiff's binder. MR. FREEMAN: Correct. A. I'm staring at it now, yes.	19 20 21 22	A. Nuisance. This is a former company and a nonperforming loan from many years ago, and I'm in the middle of a large financing. So quite frankly, any legacy matter, I was probably thinking nuisance. Not to you-all, but to me.
18 19 20 21 22 23	MR. BLAKLEY: Exhibit 5 in plaintiff's binder. MR. FREEMAN: Correct. A. I'm staring at it now, yes. (Exhibit 5 marked.)	19 20 21 22 23	A. Nuisance. This is a former company and a nonperforming loan from many years ago, and I'm in the middle of a large financing. So quite frankly, any legacy matter, I was probably thinking nuisance. Not to

1 the affidavit? 2 A. I understand the significance of one, so I 3 would have read it carefully to make sure everything I 4 was representing was truthful to the best of my 5 knowledge. As far as the authstance, I don't recall. 6 Q. When you spake with Baymark coursel about that affidavit, ild they ask you about the background of this 8 case? 9 A. If someone called me and asked me to look at 1 an affidavit, I would want to understand what the 11 situation was. So I – while I don't recall the details 12 of the conversation, I would have inquired as to what 13 was preceding – what precipitated my involvement. 14 Q. Did you look into your files before or after 15 you received the affidavit? 16 MR. BLAKLEY: Objection, form. 17 A. I before looked before so that I knew the 18 time frame and the events that were in my possession. I 18 say that because it she predent thing to do, not that 19 I remember doing it. 10 Q. By MR. FREEMAN) Part of what I'm getting at, 12 was sent to you? 13 was sent to you? 14 was sent to you? 15 MR. BLAKLEY: Objection, form. Page 35 1 A. I was brought into this matter; I didth seek 1 this matter out. I would have contexted an incorrect 1 statement, and I don't think I did any more than that, 1 if I did that. 2 Q. Only this one? 3 A. Not to me. 3 Q. Only this one? 4 A. Res. 4 A. Res. 5 Q. Only this one? 5 Q. Only MR. REEMAN) Did you consider providing 6 an affidivit to be an important event? 9 A. Not to me. 10 Q. Was there anyone else? 11 A. I was brought into this matter; I didn't seek 12 a. This one. 13 Q. Only this one? 14 A. Yes. 15 Q. Wood day ou correspond with about the 16 artificator in the say olusy? 18 A. Res. 29 Q. Was there anyone else? 19 A. Also Yas the many office. 20 Q. Was there anyone else? 21 A. I don't recall. 22 call that came in first through Alex Codines and routed 23 to me. I don't need the careful who was on the initial phone 24 tha brigg a conversation and receiving the request for an		Page 34		Page 36
would have read it carefully to make sure everything I was representing was truntful to the best of my knowledge. As far as the substance, I don't recall. Q. When you spoke with Baymark counsel about that affidavit, idit they ask you about the background of this case? A. If someone called me and asked me to look at an affidavit, I would want to understand what the situation was. 50 I - while I don't recall the details of the conversation, I would have inquired as to what was preceding - what precipitated my involvement. If you received the affidavit? MR. BLAKLEY: Objection, form. Day of the control of the state	1	the affidavit?	1	know who was on the call.
4	2	A. I understand the significance of one, so I	2	Q. Do you know if it was one of the parties to
So Nowledge, As far as the substance, I don't recall	3	would have read it carefully to make sure everything I	3	this case?
6 Q. When you spoke with Baymark counsel about that affidavit, did they ask you about the background of this case? 9 A. If someone called me and asked me to look at an an affadivit, I would want to understand what the situation was. So I – while I don't recall the details 12 of the conversation, I would have inquired as to what 14 was preceding – what precipitated my involvement. 14 Q. Did you look into your files before or after you received the affidavit? 15 you received the affidavit? 16 MR. BLAKLEY: Objection, form. 17 A. I believe I looked before so that I knew the 15 time frame and the events that were in my possession. I say that because it's the prudent thing to do, not that 1 remember doing it. 19 Say that because it's the prudent thing to do, not that 1 remember doing it. 20 Q. (BY MR. FREEMAN) Part of what I'm getting at, was sent to you? 21 Was sent to you? 22 MR. BLAKLEY: Objection, form. 23 A. I was brought into this matter; I didn't seek this matter out. I would have corrected an incorrect statement, and I don't think I did any more than that, 4 if I did that. 24 A. Not to me. 25 MR. BLAKLEY: Objection, form. 26 MR. BLAKLEY: Objection, form. 27 MR. BLAKLEY: Objection, form. 28 MR. PERRIN: Objection, form. 29 A. Not to me. 30 Q. (BY MR. FREEMAN) Did you consider providing an affidavit to be an important event? 31 MR. BLAKLEY: Objection, form. 32 MR. BLAKLEY: Objection, form. 33 Q. Only this one? 34 A. That we were contacted — because I believe A. And my conneel, which took me through three attropes to the say of the last 90 days? 35 MR. BLAKLEY: Objection, form. 36 MR. BLAKLEY: Objection, form. 37 MR. BLAKLEY: Objection, form. 38 MR. PERRIN: Objection, form. 39 A. Not to me. 30 Q. Oly Mis one? 31 Q. Only this one? 32 A. That we were contacted — because I believe A. And my conneel, which took me through three attropes to get to I.D. 40 Q. Of it. What did you discuss with Alex Godinez? 41 A. Trat we were contacted — because I believe A. No. 41 A. Joint recall who was on the limital phone transparenc	4	was representing was truthful to the best of my	4	A. I don't know.
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		having a convergation and receiving the request for an	1 24	maintained records from our former loan clients. And so
25 affidavit. But it wasn't a call I arranged, and I don't 25 Alex and I both have the Dropbox file system that was in	24			

place at the time. We have those – we retained a copy of those files. Q. Okay. So Alex reviewed those and then yall discussed it again? A. Yes. Q. Obay. So you agreed to provide the affidavit on the initial call. Did you remember any of the details at that point during the provided at that point? A. No. Q. What adout in your call with Baymark counsel? A. No. Q. What did they ask you about? A. It wasn't a memorable call. I believe we talked about my knowledge of the ACET and Windspeed trunsactions which I haven't hought about in a least one to two years. Q. When was that call? Q. When was that call? A. It believe it was in the last 90 days. Q. Can you define very quickly. Q. Q. Mathe and tall happened very quickly. Q. Q. Now thin a week. Q. Do you recall what you did to prepare yourself to sign an affidavit? A. Ves. Q. Okay. Could you walk me through the timeline Page 39 on that? You were called by Baymark's counsel. How Q. Was it more or less than 30 minutes? A. Less. Q. Okay. Could you walk me through the timeline Page 41 A. Alex may have sat in for the call. I believe the call initially came to Alex, and he works down the hall from me. And I don't know if it happened in real time or if we called back, but we had a conversation, and I don't recall. Q. Okay. So you agreed on your call with Baymark. Counsel? A. Yes. Q. Okay. Dol you have any of those conversations via remail? A. I believe in me. And I don't know if it happened in real time or if we called back, that a conversation, and largered to provide an affidavit. A. I believe in was on discussion about thy it was all via phone call? A. Yes. Q. Okay. Dol you need to two genes to two genes and the sale, that Super Clark and the call and the call in t				
2 of those files. 3 Q. Okay. So Alex reviewed those and then yall discussed it again? 5 A. Yes. 6 Q. Doy our recall what he — what kind of input he provided at that point? 7 A. No. 9 Q. What about in your call with Baymark counsel? 10 What did they ask you about? 11 A. It wasn't a memorable call. I believe we talked about my knowledge of the ACET and Windspeed transactions which I haven't thought about in at least one to two years. 11 Q. When was that call? 12 Q. How soon after that did you provide the affidavit? 13 A. I tellieve it was in the last 90 days. 14 Q. Can you define very quickly? 15 Q. Can you define very quickly? 16 A. Within a week. 17 Q. So within a week, you have been called by Baymark's counsel and have provided an affidavit? 18 Baymark counsel and have provided an affidavit? 29 Q. Okay. Could you walk me through the timeline 20 Page 39 21 on that? You were called by Baymark's counsel. How long awas that phone call? 22 A. Wish in ore or less than 30 minutes? 23 A. I don't recall. 24 Q. Was it more or less than 30 minutes? 25 A. Less. 26 Q. More or less than 15 minutes? 27 A. I don't recall. 38 Q. Dow on after that did you contact Alex Godine? 39 A. Less. 40 Q. Was it more or less than 30 minutes? 41 A. Less. 42 Q. Okay. So you agreed to provide an affidavit about' a fidavit they ask you to provide an affidavit about' a fidavit by ask you to provide an affidavit about? 41 A. Hon't recall. 42 Q. Wasn affidavit about in at least on the test of the wasn't about in at least one to the work affidavit about in the wasn't about the foreclosure and the sale, that Super Chan do the provide of the Affidavit about' in the wasn't about with day we did an Article IX and we contributed or sold those assets to Windspeed. 4 Q. Own you define very quickly? 4 A. Yes. 4 Q. Osay on define very quickly? 5 A. Less. 6 Q. Okay. Could you walk me through the timeline. Fage 39 Fage 41 5 sent to you? A. Helieve I requested to provide an affidavit. 5 you have any of those conversations via that was prepared for me. 6 Q		Page 38		Page 40
discussed it again? A Yes. Do you recall what be — what kind of input he provided at that point? A No. What about in your call with Baymark counsel? What did they ask you about? A It wasn't a memorable call. I believe we lated about my knowledge of the ACET and Windspeed. The believe it was in the last 90 days. Definitely ask with a have been very provided an affidavit? A It all happened very quickly. Definitely ask with a week, you have been called by laymark counsel and have provided an affidavit? A Yes. Definitely ask and phone call? A Yes. Definitely ask and phone call? A Yes. Definitely not been gain affidavit? A Idon't recall. A Idon't recall intically came to Alex, and he works down the hall form me. And I don't know if it happened in real time or if we called back, but we had a conversation, and I agreed to provide an affidavit. A Idon't recall intically came to Alex, and he works down the hall form me. And I don't know if it happened in real time or if we called back, but we had a conversation and Idon't happened recall and the works down the hall form me. And I don't know if it happened in real time or if we called back, but we had a c	1	place at the time. We have those we retained a copy	1	them in years, if that was the case.
details at that point during the conversation? A. Yes. Q. Do you recall what he — what kind of input he provided at that point? A. No. A. No. What about in your call with Baymark counsel? What did they ask you to provide an affidavit about? A. It wasn't a memorable call. I believe we talked about my knowledge of the ACET and Windspeed talked about my knowledge of the ACET and Windspeed talked about my knowledge of the ACET and Windspeed talked about my knowledge of the ACET and Windspeed talked about my knowledge of the ACET and Windspeed talked about my knowledge of the ACET and Windspeed to not two years. Q. And then that day, did Alex begin researching this? A. I believe it was in the last 90 days. Q. How soon after that did you provide the affidavit? A. It all happened very quickly. Q. Con you define very quickly. Q. Q. So within a week, you have been called by a Baymark counsel and have provided an affidavit? A. Yes. Page 39 on that? You were called by Baymark's counsel. How long was that phone call? A. I don't recall. Q. Was it more or less than 50 minutes? A. I don't recall. A. Less. Q. Ilow soon after that did you contact Alex. Godinez? A. Alex may have sat in for the call. I believe in the call initially came to Alex, and he works down the lail time or if we called back, but we had a conversation, and and agreed to provide an affidavit. A. Yes. Q. Okay. So you agreed on yoar call with Baymark counsel. A. How soon affer that did you contact Alex of D. How soon affer that did you contact Alex in the call initially came to Alex, and he works down the lail time or if we called back, hat we had a conversation, and and agreed to provide an affidavit. A. How are a called back, hat we had a conversation, and and agreed to provide an affidavit. A. How are a called back, hat we had a conversation, and and agreed to provide an affidavit. A. Possibly. Q. Didy on have any of those conversations via email? A. Possibly. Q. Didy on have any of those conversations via email? A. Definite	2	of those files.	2	Q. Okay. So you agreed to provide the affidavit
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7 provided at that point? 8 A. No. 9 Q. What about in your call with Baymark counsel? 10 What did they ask you about? 11 A. It wasn't a memorable call. I believe we talked about my knowledge of the ACET and Windspeed transactions which I haven't thought about in at least one to two years. 15 Q. When was that call? 16 A. I believe it was in the last 90 days. 17 Q. How soon after that did you provide the affidavit? 18 affidavit? 19 A. It all happened very quickly. 20 Q. Can you define very quickly. 21 A. Within a week. 22 Q. So within a week, you have been called by Baymark counsel and have provided an affidavit? 23 Baymark counsel and have provided an affidavit? 24 A. Yes. 25 Q. Okay. Could you walk me through the timeline 29 Q. Was it more or less than 30 minutes? 3 A. I don't recall. 4 Q. Was it more or less than 30 minutes? 4 Q. Was it more or less than 15 minutes? 5 A. Less. 5 Q. More or less than 15 minutes? 6 Q. More or less than 15 minutes? 7 A. I don't recall. 8 A. I don't recall. 9 Godinez? 10 A. Alcor my have sat in for the call. I believe the hall from me. And I don't know if it happened in real time or if we called bock, but we had a conversation, and I agreed to provide an affidavit in the conversation, and I agreed to provide an affidavit in the conversation, and I agreed to provide an affidavit in the was prequested a change or deletion. 9 Q. Okay. So you agreed on your call with Baymark counsel deforce. 10 Q. Nay, So you agreed on your call with Baymark counsel and bay as subsequent call about this matter, but I would be specipalting. 20 Q. Had you ever spoken with Baymark counsel before? 21 A. Fin mot sure. I don't recall the details of 24 with me.	5	A. Yes.	5	A. Broad details, yes.
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time or if we called back, but we had a conversation, and I agreed to provide an affidavit. Q. Any other written medium? Q. Any other written medium? A. No. Q. Were they all oral? A. I believe it was consisted of one to two phone calls and my signing and scanning a declaration. A. I believe so. I don't think there was a subsequent call about this matter, but I would be speculating. Q. Was there any discussion about why it was all via phone call? A. With me? Q. Yes, sir. A. With me? Q. Yes, sir. A. From the call, I know they wanted to speak with me.	11	the call initially came to Alex, and he works down the	11	A. I don't think so.
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2. 2				

	Page 42		Page 44
1	conversation being oral?	1	A. No.
2	A. I know that Alex either transferred the	2	Q. Would Alex have made the changes?
3	initial call in to me or asked that I call. I'm not	3	A. Possibly.
4	aware of any email exchange on this matter until after	4	Q. Would Baymark counsel have made the changes?
5	the deposition or the subpoena was received by me.	5	A. Possibly.
6	Q. Was there any discussion, though, about the	6	Q. When did Super G first loan funds to ACET
7	need for discussion about your affidavit to be done	7	Global?
8	orally?	8	A. First loan, July 20th, 2017.
9	A. I know that Alex asked that I speak to Baymark	9	Q. When did Super G begin negotiating that loan?
10	counsel, and that I talk to them. As to the nature of	10	A. I don't recall, but ours is was/is a
11	why they didn't send me an email or a text, I don't	11	high-turn, high-velocity business. It's not done
12	know. But I do recall that Alex said it was important	12	through years. It's done through weeks and months, so
13	that they speak with me, and we did.	13	probably in the summer of 2017.
14	Q. Did Baymark counsel acknowledge the fact that	14	Q. Who was involved in that process?
15	they did not send you an email?	15	A. Principally Steve Bellah.
16	MR. PERRIN: Objection, form.	16	Q. Did ACET Global ever make payments on that
17	A. I don't recall.	17	loan?
18	Q. (BY MR. FREEMAN) Did anyone indicate that you	18	A. Yes.
19	should not engage in any written correspondence about	19	Q. Did ACET Global ever default on the loan?
20	the affidavit?	20	A. Yes.
21	MR. PERRIN: Objection, form.	21	Q. How did it default?
22	A. I don't recall if I was told either way. I	22	A. ACET did not and could not make its payment
23	know how I communicate, and so I believe that I emailed	23	obligations and did not maintain the minimum cash that
24	the affidavit to whomever I was asked to. And I don't	24	Super G Capital required. So there were multiple
25	know that I was instructed not to. I recall one to two	25	defaults.
	Daga 42		Daga 45
1	Page 43 calls, and I would have scanned and emailed an	1	Page 45 Q. Were there any other defaults?
1 2		1 2	
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2	calls, and I would have scanned and emailed an affidavit.	2	Q. Were there any other defaults?A. There always are, but I would have to look
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	Page 46		Page 48
1	Q. Okay.	1	A. Yes.
2	A. I have a note that in April of 2018, the	2	Q. Do you know if that was made?
3	borrower had failed to make its March payments. And	3	A. I don't know, but it the document says that
4	then I believe again in October there was an amendment.	4	lender, which was Super G Capital, acknowledges that
5	So there may have been a total of three, which would	5	borrower has received \$15,000 of such contribution. So
6	have ranged from an email modification with the borrower	6	I know that at least half was paid.
7	to an actual formal amendment.	7	Q. Was that capital contribution supposed to be
8	Q. Do you have a copy of the October 2018	8	designated as in the same manner as the initial
9	amendment?	9	50,000 that was set aside?
10	A. I don't know. And I say that because I have a	10	MR. PERRIN: Objection, form.
11	question mark next to October from my conversation with	11	MR. BLAKLEY: Objection, form.
12	Alex, so I'm not sure.	12	Q. (BY MR. FREEMAN) If you know.
13	Q. Okay. Would Alex be the person to ask about	13	A. This capital would have been required to be
14	that?	14	deposited in the borrower's bank.
15	A. Yes.	15	O. And maintained at that level?
16	Q. Do you know what the terms of those loan	16	A. Separate concept.
17	agreements were?	17	Q. Got it. Did ACET Global comply with this
18	A. Well, I have the initial loan agreement in my	18	forbearance agreement?
19	possession, and it was 65 weekly payments.	19	A. No.
20	Jason, are you aware if I have an amended	20	Q. Did it make any of the \$5,000 payments?
21	agreement in these folders?	21	A. I believe it did, but I don't have the record
22	Q. Mr. Cole, I am not sure that you do, although	22	in front of me.
23	there are some exhibits from defense counsel.	23	Q. Okay. Your best recollection, how many did it
24	A. I do see an April forbearance agreement which	24	make?
25	required that we move the weekly payments down to	25	A. Well, the notation that I have is that the
	Page 47		Page 49
1	Page 47 \$15,000.	1	Page 49 agreement was modified again in October. So I'm
1 2		1 2	
	\$15,000.		agreement was modified again in October. So I'm
2	\$15,000. Q. The weekly payments to 15?	2	agreement was modified again in October. So I'm assuming they made payments for several months, but they
2	\$15,000. Q. The weekly payments to 15? A. Sorry. I think this must be referencing the	2 3	agreement was modified again in October. So I'm assuming they made payments for several months, but they clearly stopped at some point because of what happened
2 3 4	\$15,000. Q. The weekly payments to 15? A. Sorry. I think this must be referencing the December amendment because it says the borrower failed	2 3 4	agreement was modified again in October. So I'm assuming they made payments for several months, but they clearly stopped at some point because of what happened in the fall and winter of 2018 suggested that they were
2 3 4 5	\$15,000. Q. The weekly payments to 15? A. Sorry. I think this must be referencing the December amendment because it says the borrower failed to make the weekly payments of \$15,000 due on	2 3 4 5	agreement was modified again in October. So I'm assuming they made payments for several months, but they clearly stopped at some point because of what happened in the fall and winter of 2018 suggested that they were unable to maintain those payments.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	\$15,000. Q. The weekly payments to 15? A. Sorry. I think this must be referencing the December amendment because it says the borrower failed to make the weekly payments of \$15,000 due on March 22nd, 2018, and March 29, 2018, and that the borrower had failed to maintain a cash minimum of \$50,000. So we did a forbearance agreement in April 2018, which significantly reduced the payments. Q. And what was the date of that forbearance agreement? A. April 12, 2018. Q. Do you know what that reduced the payments to? A. Yes. One moment. \$5,000. Q. Is that 5,000 a week? A. 5,000 a week in May and then \$15,000 thereafter, picking up yes. Q. Okay. A. And it required a capital contribution from Baymark. (Reporter clarification.) Q. (BY MR. FREEMAN) Do you know how much that capital contribution was?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	agreement was modified again in October. So I'm assuming they made payments for several months, but they clearly stopped at some point because of what happened in the fall and winter of 2018 suggested that they were unable to maintain those payments. Q. Okay. So there was a loan modification in October of 2018? A. I have a notation in my — from my conversation with Alex about the timeline if there was. I have a question mark next to it, and I don't know if that means we didn't have the agreement or it was an email and not — at times in situations like this, to save legal expense, we will do an email modification. But I'm not sure what that notation means, but we wrote "October 2018: Amended agreement?" So Alex clearly thought there was some reduction or modification. Q. Okay. Do you know what the terms of that modification were? A. I don't. Q. Do you know if it resulted in a lower payment amount? A. In the exhibits or materials provided to me, there was an email with Steve Bellah that described —

	Page 50	Page 52
1	MR. BLAKLEY: Marc, are you looking at	1 MS. HARD-WILSON: Objection, form.
2	Baymark Defendants Exhibit 9?	2 MR. BLAKLEY: Objection, form.
3	THE WITNESS: Yes.	Q. (BY MR. FREEMAN) Let me ask that another way.
4	MR. BLAKLEY: Just to clarify.	4 Was the loan deficiency equal to the value of the
5	THE WITNESS: Thank you.	5 assets?
6	A. And there is an email from Steve to Tony and	6 A. Not necessarily.
7	Matt, and it says, "Following up to the conversation.	7 Q. In a foreclosure sale with a third party,
8	For the next 10 weeks, the new amortization schedule	8 would Super G sell the assets for more than the loan
9	will be \$1,000 per week. In the event the shareholders	9 deficiency?
10	must contribute cash support in any given week, the	10 MR. BLAKLEY: Objection, form.
11	payment will be \$500."	11 A. I mean
12	Q. (BY MR. FREEMAN) Okay. And that's Exhibit 9?	Q. (BY MR. FREEMAN) Let me ask it another way.
13	A. Yes.	Why would a third party pay more than the value of the
14	Q. Do you know if they complied with that, if	14 assets?
15	ACET Global complied with that?	15 MR. BLAKLEY: Objection, form.
16	A. My belief is they did until they couldn't, and	16 MS. HARD-WILSON: Objection, form.
17	that's when we began pursuing other remedies.	A. At the end of the day, a third party would pay
18	Q. And what was the date of that email?	what they perceive the value to be of the assets. Super
19	A. July 2nd, 2018.	19 G Capital did not do a third-party appraisal. We made a
20	Q. Now, is that a common way for Super G to amend	20 determination that the restructuring plan with Baymark
21	a loan agreement?	21 would be more lucrative than hiring a liquidator and
22	A. I would say the most desirous is a full, legal	22 selling the inventory out of the back of the truck. But
23	amendment, a drafted contract; but in instances where	23 ultimately, a secured creditor has to make that
24	there is small dollars and limited appetite for legal	24 calculation.
25	expense on either side, for a limited period of time,	25 Q. (BY MR. FREEMAN) What did Super G believe to
	Дене Г1	- F2
	Page 51	Page 53
1	email was acceptable. If this was going to be a	Page 53 1 be the value of the assets that it foreclosed upon?
1 2		
	email was acceptable. If this was going to be a	1 be the value of the assets that it foreclosed upon?
2	email was acceptable. If this was going to be a three-year restructuring, then we would have moved to	 be the value of the assets that it foreclosed upon? A. I don't know.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	email was acceptable. If this was going to be a three-year restructuring, then we would have moved to even a simple one-page amendment. Q. How long was this expected to occur? A. It says 10 weeks, so not very long. Q. So was Super G anticipating going back to the agreement that was in place when that 10 weeks expired? A. It would have gone back to the last agreement. Q. That would have been the April 12th, 2018 agreement? A. Yes, I believe so. Q. So the did there come a time when Super G Capital foreclosed on the assets of ACET Global? A. Yes. Q. And was that collateral sold to Windspeed Trading, LLC? A. Yes. Q. What was the value of the collateral that Super G sold to Windspeed? A. I don't know how to answer that question. I know that Super G sold whatever assets were in its possession, whatever assets it could foreclose on for	be the value of the assets that it foreclosed upon? A. I don't know. Q. Did it have any idea? A. My recollection from Steve Bellah, who was an experienced lender, was that the asset value, the hard asset value in a liquidation would be very low. Q. What does "very low" mean? A. Less than the balance owed to Super G Capital. Q. Does that mean, like, 30,000? A. I don't know. If it were even close to 516,000, if that's thereabouts if the liquidation value were even close to 516, we would have taken the liquidation value. Q. Why did Windspeed pay \$516,000 for the collateral? A. They wanted the assets. MS. HARD-WILSON: Objection, form. MR. BLAKLEY: Objection, form. Q. (BY MR. FREEMAN) Why did they want the assets? MS. HARD-WILSON: Objection, form. A. They thought there was value in assuming a

tuke – Super G didn't want to take the write-off and insisted that Baymark and Secto fully fund the plan, and they defined. But they said level. But they said leads they defined. But they said level would make the world expay Super G Capital. A I don't know. A I don't know. A I Deliver they thought the value exceed or equaled what they were paying, which is what rational folist do, which was an off or \$516,000. Q (BY MR_REEMAN) Did they ever indicate that to soyoo? A Well, they indicate it by signing up for the liability. So that was the best offer that we had received for the assets. Q (BY MR_REEMAN) Did they ever state that verbally? A Nest. Q (BY MR_REEMAN) Did they ever state that verbally? A I have no idea. Page 55 Q (BY MR_REEMAN) Did they ever state that verbally? A I have no idea. Page 55 Q (BY MR_REEMAN) Did they ever state that transaction. Page 57 A They were willing to assume our liability, so that was the determining factor in going with that transaction. R Q (BY MR_REEMAN) Were they willing to do more than just assume that liability? MR_BLAKLEY: Objection, form. A They were willing to assume our liability, so that was the determining factor in going with that transaction. Page 57 A Than or over willing to assume our liability, so that was the determining factor in going with that transaction. Q (BY MR_REEMAN) Were they willing to do more than just assume that liability? MR_BLAKLEY: Objection, form. A That's an obecause the business needed working capital; and I do recall that I insisted either and interest the operating agreement was signed before the new money went in. Q (BY MR_REEMAN) Why would neither Szeto or the Baymark parties put in additional capital? MR_BLAKLEY: Objection, form. A That's an obecause the business needed working capital; and I do recall that I insisted either and the plan of the precipital parties and the plan of the		Page 54		Page 56
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Page 58 Page 60 1 O. And what was the amount of that loan? 1 Q. (BY MR. FREEMAN) Okay. Is that the document 2 A. \$200,000 even. 2 that grants the rights to warrants in favor of Super G? 3 Q. And what were the terms of that loan? 3 4 A. 24 monthly payments of \$3,000, which was an 4 MR. BLAKLEY: Objection, form. Go ahead 5 interest payment, and a bullet for the \$200,000 of 5 and answer, Marc. 6 principal plus a \$50,000 exit fee due November 18, 2020. 6 A. Correct, yes. 7 7 Q. (BY MR. FREEMAN) When did Super G first begin Q. You mentioned a \$50,000 exit fee? 8 8 A. Yes. negotiating its loan agreement that occurred on 9 9 Q. What does that mean? October 18th, 2018? A. It means that \$250,000 would have been owed 10 10 A. From the documentation that I reviewed, there 11 11 were several negotiations and evaluating several plans 12 Q. What is that fee designed to compensate for? 12 over the summer of 2018. 13 A. The risk of putting the capital up. 13 Q. Okay. Was this plan contemplated by Super G at the time that it entered into the modification to the 14 Q. But that's not interest? 14 15 A. It's not. It's in addition to. 15 loan in July of 2018? 16 Q. Is that -- can you help me understand that? 16 A. I don't think it would be because I would have 17 Is that more of an equity-type stake? 17 moved right to the next plan. 18 18 Q. Were there any discussions at that time, June A. No, it's fairly common in commercial finance, 19 sometimes in banking, but certainly in private 19 or July of 2018, about needing to have anything in place 20 commercial finance companies is to have a monthly 20 in order to move to that plan? interest rate imbedded in the loan and then a kicker. 21 21 MR. BLAKLEY: Objection, form. 22 Sometimes there's an origination fee. In this case, 22 A. I don't know. I recall that Steve Bellah was 23 there was no origination fee, but there was an exit fee. 23 having frequent communications with the Baymark team 2.4 Lenders try to come up with a menu of ways to make more 24 over that period of time that led to this fall of '18 25 25 money. plan. Page 59 Page 61 1 Q. From Super G's side, do they -- in terms of 1 Q. (BY MR. FREEMAN) Okay. Going back, was --2 the accounting for it, do they amortize that into the 2 with respect to the collateral that was foreclosed upon 3 interest, or do they account for it as a separate line 3 by Super G Capital, was all of it sold to Windspeed? 4 of revenue? 4 5 A. Origination fees --5 Q. So Super G Capital did not keep any of the 6 MS. HARD-WILSON: Objection --6 collateral? 7 7 A. Origination fees are amortized through the A. Not even a bracelet for my wife. It was all 8 life of the loan. Exit fees are accounted separately 8 foreclosed and sold. 9 when and if received. 9 Q. Not even a fairy tear bracelet? 10 Q. (BY MR. FREEMAN) And why was this not done as 10 A. Not even a fairy tear bracelet. 11 an origination fee? 11 MR. PERRIN: Jason, are we getting near a 12 A. I don't know, but I will assume to maximize 12 stopping point? We've been going for about an hour and 13 the dollars received by the company to meet its working 13 14 capital needs. 14 MR. FREEMAN: We are. Give me about five 15 Q. Okay. So did Super G obtain its rights to the 15 more minutes or so, and I think we'll be to a pretty 16 warrants in Windspeed on or about October 18th of 2018? 16 good stop to take a break. 17 17 MR. BLAKLEY: Objection, form. Q. (BY MR. FREEMAN) What assets did Windspeed THE WITNESS: You said it was Number 9? 18 18 have at the time that Super G made the \$200,000 loan in 19 Here we are. 19 October of 2018? MS. HARD-WILSON: Objection, form. 2.0 A. This agreement, which is the amended and 20 21 restated Windspeed Trading, LLC, agreement, was 21 A. Are you asking pre-foreclosure or post? 22 October 18th, 2018. So that is the -- okay. That was 22 Q. (BY MR. FREEMAN) Yes, sir, pre-foreclosure. 2.3 the same date as the loan agreement. I would have 23 A. I'm not aware that they brought any assets 24 thought within a few months, but it happened 24 into the company. 25 simultaneously. 25 Q. Is it typical for Super G to extend a \$200,000

	Page 62		Page 64
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1	loan to a company with no assets?	1	Q. (BY MR. FREEMAN) Matt Denegre?
2	MR. BLAKLEY: Objection, form.	2	A. Yes.
3	A. No.	3	Q. What about David Hook?
4	Q. (BY MR. FREEMAN) Why did Super G make a	4	A. I was not familiar with David's name.
5	\$200,000 loan to a company with no assets?	5	Q. Okay. Did you understand whether did you
6	A. Well, it was purely defensive. Super G was	6	perceive whether Matt Denegre took his marching orders
7	facing a significant deficiency, and the restructuring	7	from Tony Ludlow or David Hook?
8	plan that we chose as the lesser of bad options was	8	MR. PERRIN: Objection, form.
9	and I don't say this with any ill intent to irritate	9	A. I had no idea.
10	anybody was to partner with the folks on the ground.	10	MR. FREEMAN: I think we're to a good
11	And we concluded that the combination of the assets that	11	stopping point, if y'all would like to take a break,
12	were being foreclosed and contributed, their involvement	12	maybe a ten-minute break, roughly?
13	and unfortunately additional capital would result in the	13	THE WITNESS: Ten would be great. I have
14	best overall financial recovery.	14	to have something notarized.
15	Q. Okay.	15	(Break taken from 3:49 p.m. to 4:04 p.m.)
16	A. I did not want to be the provider of that last	16	MR. FREEMAN: We are back on the record.
17	round of funding.	17	Q. (BY MR. FREEMAN) Mr. Cole, did you ever
18	Q. So at the time that Super G made the \$200,000	18	discuss ACET Global's bankruptcy?
19	loan in October of 2018, did it know or believe that	19	A. No.
20	Windspeed would acquire the assets of ACET Global?	20	Q. Were you aware that it had filed for
21	A. Yes.	21	bankruptcy?
22	MS. HARD-WILSON: Objection, form.	22	A. No.
23	Q. (BY MR. FREEMAN) That was yes?	23	Q. Show you what's listed as Exhibit 23. I will
24	A. Yes.	24	do a screen share.
25	Q. Why did it believe that?	25	(Exhibit 23 marked.)
	Page 63		Page 65
1	A. I don't know. They were we, Super G	1	Q. (BY MR. FREEMAN) Mr. Cole, I am putting up on
2	Capital, was in negotiation with the other parties and	2	the screen what's marked as Exhibit 23 of this
3	still thought this was the best outcome. Had someone	3	deposition. Can you see this document?
4	shown up and paid Super G Capital \$518,000, we would	4	A. I do.
5	have sold the assets to that party and had a \$200,000	5	Q. And have you ever seen this document before?
6	loan to a Szeto start-up.	6	A. Only in the context of the materials that were
7	Q. Did you seek out another party?	7	sent to me.
8	A. I personally did not.	8	Q. Okay. What do you understand this document to
9	Q. Did Super G?	9	be?
10	A. I don't know who Steve Bellah spoke to. I	10	A. A voluntary bankruptcy for the entity ACET
11	know that he continued to provide me with a lousy list	11	Global.
12	of restructuring options.	12	Q. Okay. On line 4, can you tell me the listed
13	Q. Where did he get that list of restructuring	13	principal place of business of ACET Global, LLC?
14	options?	14	A. 5700 Granite Parkway in Plano, Texas.
15	A. No, his alternatives were never good. I don't	15	Q. And Mr. Cole, do you know who signed this
16	think Steve did much. So I think he leaned on the	16	document?
1 77	owners of the business to come up with a plan.	17	A. Looks like Anthony Ludlow. And I can't and
17		18	Michael [sic] Shriro.
18	Q. And they offered this restructuring plan?		
	A. Yes.	19	Q. And in what capacity has Mr. Ludlow signed
18	A. Yes. Q. The other parties that Super G was negotiating		Q. And in what capacity has Mr. Ludlow signed this document?
18 19	A. Yes. Q. The other parties that Super G was negotiating with as part of this that were representing ACET Global	19	this document? MR. PERRIN: Objection, form.
18 19 20	A. Yes. Q. The other parties that Super G was negotiating with as part of this that were representing ACET Global and the Baymark parties, was that Tony Ludlow?	19 20	this document?
18 19 20 21	A. Yes. Q. The other parties that Super G was negotiating with as part of this that were representing ACET Global and the Baymark parties, was that Tony Ludlow? MR. PERRIN: Objection, form.	19 20 21	this document? MR. PERRIN: Objection, form.
18 19 20 21 22	A. Yes. Q. The other parties that Super G was negotiating with as part of this that were representing ACET Global and the Baymark parties, was that Tony Ludlow?	19 20 21 22	this document? MR. PERRIN: Objection, form. A. President.

	Dama (C		Page 60
	Page 66		Page 68
1	A. Well, the debtor is listed as ACET Global,	1	bankruptcy. And looking at the dates, Super G Capital
2	LLC, in this document.	2	had exchanged its note and deficiency for the company's
3	Q. (BY MR. FREEMAN) So does it appear to you	3	collateral. So it would be correct that Super G Capital
4	from reviewing this document that Anthony Ludlow has	4	is not a party to this bankruptcy filing.
5	executed this bankruptcy petition in his capacity as	5	Q. (BY MR. FREEMAN) So as of this date, it's no
6	president of ACET Global, LLC?	6	longer a creditor of ACET Global?
7	MR. BLAKLEY: Objection, form.	7	A. Correct.
8	MR. PERRIN: Objection, form.	8	Q. Okay. I would like to go to Page 24 of 29 in
9	A. That's what it appears to me.	9	this Exhibit 23. Mr. Cole, if you'll look at the page
10	Q. (BY MR. FREEMAN) And can you tell me what	10	in front of you, you'll see Question Number 27, which
11	date is reflected on top of that signature?	11	asks, "Have any inventories of the debtor's property
12	A. October 23rd, 2019. I'm sorry yes,	12	been taken within two years before filing this case?"
13	October 23rd, 2019.	13	Can you see that?
14	Q. Were all of the debts owed by ACET Global,	14	A. Yes. I see that "no" is checked.
15 16	LLC, to Super G Capital extinguished at that time? MR. PERRIN: Objection, form.	15 16	Q. So this reflects an answer of "no"?A. Yes, it does.
17	A. All of the debts were extinguished as of the	17	Q. Okay. I would also like to draw your
18	date of the foreclosure agreement.	18	attention to Question Number 30 on Page 24 of 29. And
19	Q. (BY MR. FREEMAN) All right.	19	this question is titled, "Payments, distributions, or
20	A. Which is March 1st, 2019.	20	withdrawals credited or given to insiders." And it
21	Q. Okay. So this filing again, you can see	21	states or asks, "Within one year before filing this
22	the date up on top. This filing in Schedule D lists	22	case, did the debtor provide an insider with value in
23	creditors who have claims that are secured by property,	23	any form, including salary, other compensation, draws,
24	secured creditors.	24	bonuses, loans, credits on loans, stock redemptions, and
25	A. Yes.	25	options exercised."
	Page 67		Page 69
1	Page 67 Q. Does there appear to be just one secured	1	Page 69 And how is this item answered?
1 2		1 2	
	Q. Does there appear to be just one secured		And how is this item answered?
2	Q. Does there appear to be just one secured creditor of ACET Global, LLC, that's listed?	2	And how is this item answered? A. "No."
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2 3 4	 Q. Does there appear to be just one secured creditor of ACET Global, LLC, that's listed? MR. PERRIN: Objection, form. A. On this page, yes. I'm not sure if there's 	2 3 4	And how is this item answered? A. "No." Q. Mr. Cole, I'd like to take you up to Page 22 of 29 in Exhibit 23, specifically to Question Number 20,
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	Page 70		Page 72
1	And how is this item reflected or	1	A. Myself, our chief investment officer, our head
2	answered by the debtor?	2	of credit head of special assets, I should say; my
3	A. "None."	3	partner, Charlie Perer, who was a co-founder with me;
4	Q. Mr. Cole, who do you work for?	4	and then a total of four, I believe, other initial
5	A. I work for SG Credit Partners, Inc.	5	employees.
6	Q. And what is SG Credit Partners, Inc?	6	Q. Okay. Who is the CIO, chief investment
7	A. We are a boutique commercial finance company.	7	officer?
8	We make loans to other businesses.	8	A. Name's Andrew Hettinger, H-E-T-T-I-N-G-E-R.
9	Q. And what does "SG" stand for?	9	Q. And who is the head of special assets?
10	A. Well, it doesn't stand for anything, but it	10	A. Lon Brown. L-O-N, Brown, B-R-O-W-N.
11	pays tribute to where we came from, which is Super G	11	Q. Okay. And what about the four other initial
12	Capital.	12	employees?
13	Q. And when was it formed?	13	A. Charlie Perer, P-E-R-E-R, is my partner;
14	A. In 2018.	14	Spencer Brown; Chris Koenig, K-O-E-N-I-G; Nick
15	Q. And when did it begin doing business?	15	Serayadarian, S-E-R-A-Y-A-D-A-R-I-A-N; Oren Moses,
16	A. It operated as a balance sheet repository in	16	M-O-S-E-S.
17	2018 when we raised capital. And it began as an	17	Q. Is that all of them?
18	operating entity, if you will, with actual employees in	18	A. I believe that is all of the shareholders.
19	2019.	19	Q. Okay. And what about the two significant
20	Q. Okay. And can you explain to me what you mean	20	family offices? Who are those?
21	by balance sheet repository?	21	A. It's a company in Utah called Cynosure,
22	A. So when I was an employee of Super G Capital,	22	C-Y-N-O-S-U-R-E. And there's another firm in Atlanta
23	and as were several colleagues, we raised a pool of	23	that its legal entity is called 4612.
24	capital under the name SG Credit Partners. And we	24	Q. It's 4612?
25	originated loans as Super G Capital and sold those loans	25	A. Yes, 4-6-1-2.
	D 51		
	Page 71		Page 73
1	to SG Credit Partners. And when that pool of assets got	1	Page 73 Q. What percentage do these two entities own?
1 2	_	1 2	Q. What percentage do these two entities own?A. 40 percent each.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	to SG Credit Partners. And when that pool of assets got large enough to generate income to hire my team, we resigned from Super G Capital and became employees of SG Credit Partners. Q. Was there any kind of formal transfer of that loan pool? A. Very much so. The loans were sold at negotiated prices. Q. What is your role with SG Credit Partners? A. I'm its chief executive officer, and I am a member I'm a member of the board of directors, and I am a minority shareholder in its parent company. Q. Who is its parent company? A. A holding company called SGCP Holdings. Q. And what does "SGCP" stand for? A. It's just an abbreviation for Super G Credit Partners. Sorry. SG Credit Partners, I guess, technically. I get confused by all the acronyms. Q. Is who else is a shareholder in SGCP	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 Q. What percentage do these two entities own? A. 40 percent each. Q. Do you know what kind of entities those are? A. They're registered investment advisors. Q. And do you know if they are LLCs or corporations? A. Bear with me one second. Q. Sure. A. Cynosure Investment Partners is an LLC, and 4612-SG Holdco is an LP. I have one other board member that I omitted who owns shares. Q. Who is that? A. Jeffrey Brown. Q. So 4612-SG Holdco, LP, who owns that company or that limited partnership? A. I don't know all of the individual investors. I know that it is considered the family office for an Atlanta-based real estate developer named Tom Cousins. And they have many foundations and friends who I believe
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	to SG Credit Partners. And when that pool of assets got large enough to generate income to hire my team, we resigned from Super G Capital and became employees of SG Credit Partners. Q. Was there any kind of formal transfer of that loan pool? A. Very much so. The loans were sold at negotiated prices. Q. What is your role with SG Credit Partners? A. I'm its chief executive officer, and I am a member I'm a member of the board of directors, and I am a minority shareholder in its parent company. Q. Who is its parent company? A. A holding company called SGCP Holdings. Q. And what does "SGCP" stand for? A. It's just an abbreviation for Super G Credit Partners. Sorry. SG Credit Partners, I guess, technically. I get confused by all the acronyms. Q. Is who else is a shareholder in SGCP Holdings?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 Q. What percentage do these two entities own? A. 40 percent each. Q. Do you know what kind of entities those are? A. They're registered investment advisors. Q. And do you know if they are LLCs or corporations? A. Bear with me one second. Q. Sure. A. Cynosure Investment Partners is an LLC, and 4612-SG Holdco is an LP. I have one other board member that I omitted who owns shares. Q. Who is that? A. Jeffrey Brown. Q. So 4612-SG Holdco, LP, who owns that company or that limited partnership? A. I don't know all of the individual investors. I know that it is considered the family office for an Atlanta-based real estate developer named Tom Cousins. And they have many foundations and friends who I believe participate in a deal-by-deal investment.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	to SG Credit Partners. And when that pool of assets got large enough to generate income to hire my team, we resigned from Super G Capital and became employees of SG Credit Partners. Q. Was there any kind of formal transfer of that loan pool? A. Very much so. The loans were sold at negotiated prices. Q. What is your role with SG Credit Partners? A. I'm its chief executive officer, and I am a member I'm a member of the board of directors, and I am a minority shareholder in its parent company. Q. Who is its parent company? A. A holding company called SGCP Holdings. Q. And what does "SGCP" stand for? A. It's just an abbreviation for Super G Credit Partners. Sorry. SG Credit Partners, I guess, technically. I get confused by all the acronyms. Q. Is who else is a shareholder in SGCP Holdings? A. There are two significant family offices that	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Q. What percentage do these two entities own? A. 40 percent each. Q. Do you know what kind of entities those are? A. They're registered investment advisors. Q. And do you know if they are LLCs or corporations? A. Bear with me one second. Q. Sure. A. Cynosure Investment Partners is an LLC, and 4612-SG Holdco is an LP. I have one other board member that I omitted who owns shares. Q. Who is that? A. Jeffrey Brown. Q. So 4612-SG Holdco, LP, who owns that company or that limited partnership? A. I don't know all of the individual investors. I know that it is considered the family office for an Atlanta-based real estate developer named Tom Cousins. And they have many foundations and friends who I believe participate in a deal-by-deal investment. Q. Okay. Do you understand that particular LP to
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	to SG Credit Partners. And when that pool of assets got large enough to generate income to hire my team, we resigned from Super G Capital and became employees of SG Credit Partners. Q. Was there any kind of formal transfer of that loan pool? A. Very much so. The loans were sold at negotiated prices. Q. What is your role with SG Credit Partners? A. I'm its chief executive officer, and I am a member I'm a member of the board of directors, and I am a minority shareholder in its parent company. Q. Who is its parent company? A. A holding company called SGCP Holdings. Q. And what does "SGCP" stand for? A. It's just an abbreviation for Super G Credit Partners. Sorry. SG Credit Partners, I guess, technically. I get confused by all the acronyms. Q. Is who else is a shareholder in SGCP Holdings? A. There are two significant family offices that each have an investment entity that together are the	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q. What percentage do these two entities own? A. 40 percent each. Q. Do you know what kind of entities those are? A. They're registered investment advisors. Q. And do you know if they are LLCs or corporations? A. Bear with me one second. Q. Sure. A. Cynosure Investment Partners is an LLC, and 4612-SG Holdco is an LP. I have one other board member that I omitted who owns shares. Q. Who is that? A. Jeffrey Brown. Q. So 4612-SG Holdco, LP, who owns that company or that limited partnership? A. I don't know all of the individual investors. I know that it is considered the family office for an Atlanta-based real estate developer named Tom Cousins. And they have many foundations and friends who I believe participate in a deal-by-deal investment. Q. Okay. Do you understand that particular LP to have been a what's called a special-purpose vehicle
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	to SG Credit Partners. And when that pool of assets got large enough to generate income to hire my team, we resigned from Super G Capital and became employees of SG Credit Partners. Q. Was there any kind of formal transfer of that loan pool? A. Very much so. The loans were sold at negotiated prices. Q. What is your role with SG Credit Partners? A. I'm its chief executive officer, and I am a member I'm a member of the board of directors, and I am a minority shareholder in its parent company. Q. Who is its parent company? A. A holding company called SGCP Holdings. Q. And what does "SGCP" stand for? A. It's just an abbreviation for Super G Credit Partners. Sorry. SG Credit Partners, I guess, technically. I get confused by all the acronyms. Q. Is who else is a shareholder in SGCP Holdings? A. There are two significant family offices that each have an investment entity that together are the majority holders of SGCP. And then individuals on my	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. What percentage do these two entities own? A. 40 percent each. Q. Do you know what kind of entities those are? A. They're registered investment advisors. Q. And do you know if they are LLCs or corporations? A. Bear with me one second. Q. Sure. A. Cynosure Investment Partners is an LLC, and 4612-SG Holdco is an LP. I have one other board member that I omitted who owns shares. Q. Who is that? A. Jeffrey Brown. Q. So 4612-SG Holdco, LP, who owns that company or that limited partnership? A. I don't know all of the individual investors. I know that it is considered the family office for an Atlanta-based real estate developer named Tom Cousins. And they have many foundations and friends who I believe participate in a deal-by-deal investment. Q. Okay. Do you understand that particular LP to have been a what's called a special-purpose vehicle or a vehicle for this particular investment?

	Page 74		Page 76
1	who are the members of that LLC?	1	A. Not that I'm aware of.
2	A. It's a large organization, and their side of	2	Q. ACET Global, LLC?
3	the ledger I am unaware of. I know that there are four	3	A. Not that I'm aware of.
4	principals there were initially four principals in	4	Q. Baymark Partners Management, LLC?
5	Cynosure. I believe that it's a series or multiple-fund	5	A. Not that I'm aware of.
6	manager, meaning that Cynosure has investors that are	6	Q. Any other entity associated with any of those
7	unique to their ownership in SG that are not in their	7	entities?
8	other portfolio companies; but the details of that are	8	A. No. And I'm fairly confident they're not.
9	not shared with me.	9	Q. Okay. What about with respect to 4612-SG
10	Q. Okay. Do you know any of the members or	10	Holdco? Are any of the entities I just listed
11	principals of that LLC?	11	associated with that company?
12	A. Yes.	12	A. I'm fairly confident no, because if they were,
13	Q. Who are they?	13	I think the investment would have shared that with me in
14	A. Cynosure is broadly the I should say,	14	diligence when they saw our track record.
15	initially the family office of a prominent Utah family	15	Q. Okay. Are any of those entities that I listed
16	named Eccles, which I believe is E-C-C-L-E-S. And they	16	associated with or related in any way to SG Credit
17	manage over a dozen foundations.	17	Partners?
18	Q. Okay. And who else?	18	A. No.
19	A. The managing member who signs all of my	19	Q. So SG Credit Partners, fair to say it was a
20	documentation is named Keith Taylor.	20	spin-out of Super G Credit?
21	Q. Okay.	21	A. SG Credit Partners was a spin-out of Super G
22	A. There's another partner named Spencer Eccles,	22	Capital Partners.
23	who is the family representative. And I know a founding	23	Q. Okay. Was it a particular portion of it that
24	partner whose name is Herbert Scruggs.	24	was spun out or all of it or
25	Q. Okay. Anyone else?	25	A. Super G Capital operated two businesses, a
	Dogo 7F		Daga 77
	Page 75		Page 77
1	A. There is a board member named Mark	1	merchant services lending business, which we call ISO,
2	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R	2	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in,
2	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay.	2 3	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the
2 3 4	 A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because 	2 3 4	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out.
2 3 4 5	 A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. 	2 3 4 5	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership
2 3 4 5 6	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know	2 3 4 5 6	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners?
2 3 4 5 6 7	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of?	2 3 4 5 6 7	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now.
2 3 4 5 6 7 8	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to	2 3 4 5 6 7 8	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time?
2 3 4 5 6 7 8	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to speak.	2 3 4 5 6 7 8	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time? A. Yes, he did at the time of the spin-out.
2 3 4 5 6 7 8 9	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to speak. Q. Okay. Please tell me if any of the following	2 3 4 5 6 7 8 9	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time? A. Yes, he did at the time of the spin-out. Q. What was the nature of his ownership interest?
2 3 4 5 6 7 8 9 10	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to speak. Q. Okay. Please tell me if any of the following persons have any association with Cynosure.	2 3 4 5 6 7 8 9 10	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time? A. Yes, he did at the time of the spin-out. Q. What was the nature of his ownership interest? A. For enabling us to run the platform without
2 3 4 5 6 7 8 9 10 11	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to speak. Q. Okay. Please tell me if any of the following persons have any association with Cynosure. A. Okay.	2 3 4 5 6 7 8 9 10 11	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time? A. Yes, he did at the time of the spin-out. Q. What was the nature of his ownership interest? A. For enabling us to run the platform without overhead, which is what I did for one year. And by
2 3 4 5 6 7 8 9 10 11 12 13	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to speak. Q. Okay. Please tell me if any of the following persons have any association with Cynosure. A. Okay. Q. Matt Denegre?	2 3 4 5 6 7 8 9 10 11 12 13	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time? A. Yes, he did at the time of the spin-out. Q. What was the nature of his ownership interest? A. For enabling us to run the platform without overhead, which is what I did for one year. And by paying the freight of my team while we established SG
2 3 4 5 6 7 8 9 10 11 12 13 14	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to speak. Q. Okay. Please tell me if any of the following persons have any association with Cynosure. A. Okay. Q. Matt Denegre? A. Not that I'm aware of.	2 3 4 5 6 7 8 9 10 11 12 13 14	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time? A. Yes, he did at the time of the spin-out. Q. What was the nature of his ownership interest? A. For enabling us to run the platform without overhead, which is what I did for one year. And by paying the freight of my team while we established SG Credit Partners, he received approximately 50 percent
2 3 4 5 6 7 8 9 10 11 12 13 14 15	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to speak. Q. Okay. Please tell me if any of the following persons have any association with Cynosure. A. Okay. Q. Matt Denegre? A. Not that I'm aware of. Q. David Hook?	2 3 4 5 6 7 8 9 10 11 12 13 14 15	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time? A. Yes, he did at the time of the spin-out. Q. What was the nature of his ownership interest? A. For enabling us to run the platform without overhead, which is what I did for one year. And by paying the freight of my team while we established SG Credit Partners, he received approximately 50 percent ownership interest in SG Credit Partners.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to speak. Q. Okay. Please tell me if any of the following persons have any association with Cynosure. A. Okay. Q. Matt Denegre? A. Not that I'm aware of. Q. David Hook? A. Not that I'm aware of.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time? A. Yes, he did at the time of the spin-out. Q. What was the nature of his ownership interest? A. For enabling us to run the platform without overhead, which is what I did for one year. And by paying the freight of my team while we established SG Credit Partners, he received approximately 50 percent ownership interest in SG Credit Partners. Q. And when and how was that bought out?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to speak. Q. Okay. Please tell me if any of the following persons have any association with Cynosure. A. Okay. Q. Matt Denegre? A. Not that I'm aware of. Q. David Hook? A. Not that I'm aware of. Q. Tony Ludlow?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time? A. Yes, he did at the time of the spin-out. Q. What was the nature of his ownership interest? A. For enabling us to run the platform without overhead, which is what I did for one year. And by paying the freight of my team while we established SG Credit Partners, he received approximately 50 percent ownership interest in SG Credit Partners. Q. And when and how was that bought out? A. In August of 2019, we sold SG Credit Partners
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to speak. Q. Okay. Please tell me if any of the following persons have any association with Cynosure. A. Okay. Q. Matt Denegre? A. Not that I'm aware of. Q. David Hook? A. Not that I'm aware of. Q. Tony Ludlow? A. Not that I'm aware of.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time? A. Yes, he did at the time of the spin-out. Q. What was the nature of his ownership interest? A. For enabling us to run the platform without overhead, which is what I did for one year. And by paying the freight of my team while we established SG Credit Partners, he received approximately 50 percent ownership interest in SG Credit Partners. Q. And when and how was that bought out? A. In August of 2019, we sold SG Credit Partners to the two families, and they purchased 100 percent of
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to speak. Q. Okay. Please tell me if any of the following persons have any association with Cynosure. A. Okay. Q. Matt Denegre? A. Not that I'm aware of. Q. David Hook? A. Not that I'm aware of. Q. Tony Ludlow? A. Not that I'm aware of. Q. Baymark Partners?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time? A. Yes, he did at the time of the spin-out. Q. What was the nature of his ownership interest? A. For enabling us to run the platform without overhead, which is what I did for one year. And by paying the freight of my team while we established SG Credit Partners, he received approximately 50 percent ownership interest in SG Credit Partners. Q. And when and how was that bought out? A. In August of 2019, we sold SG Credit Partners to the two families, and they purchased 100 percent of Darrin's interest in the company.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to speak. Q. Okay. Please tell me if any of the following persons have any association with Cynosure. A. Okay. Q. Matt Denegre? A. Not that I'm aware of. Q. David Hook? A. Not that I'm aware of. Q. Tony Ludlow? A. Not that I'm aware of. Q. Baymark Partners? A. Not that I'm aware of.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time? A. Yes, he did at the time of the spin-out. Q. What was the nature of his ownership interest? A. For enabling us to run the platform without overhead, which is what I did for one year. And by paying the freight of my team while we established SG Credit Partners, he received approximately 50 percent ownership interest in SG Credit Partners. Q. And when and how was that bought out? A. In August of 2019, we sold SG Credit Partners to the two families, and they purchased 100 percent of
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to speak. Q. Okay. Please tell me if any of the following persons have any association with Cynosure. A. Okay. Q. Matt Denegre? A. Not that I'm aware of. Q. David Hook? A. Not that I'm aware of. Q. Tony Ludlow? A. Not that I'm aware of. Q. Baymark Partners? A. Not that I'm aware of.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time? A. Yes, he did at the time of the spin-out. Q. What was the nature of his ownership interest? A. For enabling us to run the platform without overhead, which is what I did for one year. And by paying the freight of my team while we established SG Credit Partners, he received approximately 50 percent ownership interest in SG Credit Partners. Q. And when and how was that bought out? A. In August of 2019, we sold SG Credit Partners to the two families, and they purchased 100 percent of Darrin's interest in the company. Q. Did anyone else sell any of their interest at
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to speak. Q. Okay. Please tell me if any of the following persons have any association with Cynosure. A. Okay. Q. Matt Denegre? A. Not that I'm aware of. Q. David Hook? A. Not that I'm aware of. Q. Tony Ludlow? A. Not that I'm aware of. Q. Baymark Partners? A. Not that I'm aware of. Q. Baymark Management, LLC?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time? A. Yes, he did at the time of the spin-out. Q. What was the nature of his ownership interest? A. For enabling us to run the platform without overhead, which is what I did for one year. And by paying the freight of my team while we established SG Credit Partners, he received approximately 50 percent ownership interest in SG Credit Partners. Q. And when and how was that bought out? A. In August of 2019, we sold SG Credit Partners to the two families, and they purchased 100 percent of Darrin's interest in the company. Q. Did anyone else sell any of their interest at that time? A. My partner Charlie and I sold a small portion
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to speak. Q. Okay. Please tell me if any of the following persons have any association with Cynosure. A. Okay. Q. Matt Denegre? A. Not that I'm aware of. Q. David Hook? A. Not that I'm aware of. Q. Tony Ludlow? A. Not that I'm aware of. Q. Baymark Partners? A. Not that I'm aware of. Q. Baymark Management, LLC? A. Not that I'm aware of.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time? A. Yes, he did at the time of the spin-out. Q. What was the nature of his ownership interest? A. For enabling us to run the platform without overhead, which is what I did for one year. And by paying the freight of my team while we established SG Credit Partners, he received approximately 50 percent ownership interest in SG Credit Partners. Q. And when and how was that bought out? A. In August of 2019, we sold SG Credit Partners to the two families, and they purchased 100 percent of Darrin's interest in the company. Q. Did anyone else sell any of their interest at that time?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. There is a board member named Mark Oligschlaeger, which is O-L-I-G-S-C-H-L-A-E-G-E-R Q. Okay. A but I do not know if he is a member because he joined while the investment was being made. Q. Okay. Anyone else you can that you know of? A. I'm not aware of the limited partners, so to speak. Q. Okay. Please tell me if any of the following persons have any association with Cynosure. A. Okay. Q. Matt Denegre? A. Not that I'm aware of. Q. David Hook? A. Not that I'm aware of. Q. Tony Ludlow? A. Not that I'm aware of. Q. Baymark Partners? A. Not that I'm aware of. Q. Baymark Management, LLC? A. Not that I'm aware of. Q. Baymark ACET Direct Invest, LLC?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	merchant services lending business, which we call ISO, I-S-O, that Darrin Ginsberg and another partner are in, and a cashflow lending business that I lead. And the spin-out was that I took my team out. Q. Okay. Does Darrin Ginsberg have any ownership in SG Credit Partners? A. He does not now. Q. Did he at one time? A. Yes, he did at the time of the spin-out. Q. What was the nature of his ownership interest? A. For enabling us to run the platform without overhead, which is what I did for one year. And by paying the freight of my team while we established SG Credit Partners, he received approximately 50 percent ownership interest in SG Credit Partners. Q. And when and how was that bought out? A. In August of 2019, we sold SG Credit Partners to the two families, and they purchased 100 percent of Darrin's interest in the company. Q. Did anyone else sell any of their interest at that time? A. My partner Charlie and I sold a small portion of sold a portion of our interest. And Darrin's

	Page 78		Page 80
1	Credit Partners?	1	investment sourcing. And then, ultimately, I took what
2	A. Yes.	2	was a very different business model from the one I
3	Q. Who else was involved in its formation?	3	joined and negotiated an exit.
4	A. My partner, Charlie Perer, Michael Charles	4	Q. Who did you report to in those positions, if
5	Perer.	5	anyone?
6	Q. And who were its directors or its board?	6	A. Darrin Ginsberg.
7	A. At the time of formation, it was myself,	7	Q. And did you have ownership in Super G Capital?
8	Charlie Perer, and Darrin Ginsberg.	8	A. I received phantom ownership.
9	Q. Okay. And how has that changed over time?	9	Q. And what was the nature of that?
10	A. Significantly. When the investors came in and	10	A. The company was owned by Darrin's trusts. Jon
11	purchased the shares, they reconstituted the board. And	11	Engleking and I received a phantom stake such that upon
12	how	12	a sale event, he and I would receive a portion of the
13	Q. In what way did they do that?	13	profits derived above a return of capital to Darrin.
14	A. Well, they received the majority of the seats.	14	Q. Okay. Who owns Super G Capital now?
15	Charlie and I received one seat on the board, which is	15	A. A trust for Darrin, of which I believe I am
16	mine. I received the nomination of an independent	16	the trustee, and Darrin's now ex-wife.
17	director, which is Jeff Brown.	17	Q. What is his ex-wife's name?
18	Q. Okay.	18	A. Sharon Ginsberg.
19	A. The investors brought three executives to the	19	Q. Sharon Ginsberg?
20	team who each received a board seat. And the investors	20	So how was that ownership split up?
21	each have a board seat.	21	A. They are 50/50, Darrin's trust and Sharon.
22	Q. Okay. And who are the executives?	22	Q. And do you know what the name of that trust
23	A. Andrew Hettinger, Lon Brown. And the chairman	23	is?
24	of the board, his name is Morris McNair, who goes by	24	A. I believe it is the Darrin M. Ginsberg Family
25	Mack McNair.	25	Trust.
	Page 79		Page 81
1		1	Page 81 Q. Okay. How is Super G Capital managed? What
1 2	Q. Okay. Does SG Credit Partners have a document-retention policy?	1 2	
	Q. Okay. Does SG Credit Partners have a		Q. Okay. How is Super G Capital managed? What
2	Q. Okay. Does SG Credit Partners have a document-retention policy?	2	Q. Okay. How is Super G Capital managed? What is its management structure?
2	Q. Okay. Does SG Credit Partners have a document-retention policy?A. No.	2 3	Q. Okay. How is Super G Capital managed? What is its management structure?A. Darrin is the only employee.
2 3 4	Q. Okay. Does SG Credit Partners have a document-retention policy?A. No.Q. Does it have a document-destruction policy?	2 3 4	Q. Okay. How is Super G Capital managed? What is its management structure?A. Darrin is the only employee.Q. Does it have a board?
2 3 4 5	 Q. Okay. Does SG Credit Partners have a document-retention policy? A. No. Q. Does it have a document-destruction policy? A. No. I I think we have developed an IT 	2 3 4 5	Q. Okay. How is Super G Capital managed? What is its management structure?A. Darrin is the only employee.Q. Does it have a board?A. He's the sole manager.
2 3 4 5 6	 Q. Okay. Does SG Credit Partners have a document-retention policy? A. No. Q. Does it have a document-destruction policy? A. No. I I think we have developed an IT manual in the last few months that I was not very much 	2 3 4 5 6	 Q. Okay. How is Super G Capital managed? What is its management structure? A. Darrin is the only employee. Q. Does it have a board? A. He's the sole manager. Q. Who are its attorneys?
2 3 4 5 6 7	 Q. Okay. Does SG Credit Partners have a document-retention policy? A. No. Q. Does it have a document-destruction policy? A. No. I I think we have developed an IT manual in the last few months that I was not very much involved in that I think has some boilerplate language 	2 3 4 5 6 7	 Q. Okay. How is Super G Capital managed? What is its management structure? A. Darrin is the only employee. Q. Does it have a board? A. He's the sole manager. Q. Who are its attorneys? A. We used several firms over the years. The corporate firm, if you will, is a firm in New Haven, Connecticut, that has done many deals and projects for
2 3 4 5 6 7 8	Q. Okay. Does SG Credit Partners have a document-retention policy? A. No. Q. Does it have a document-destruction policy? A. No. I I think we have developed an IT manual in the last few months that I was not very much involved in that I think has some boilerplate language around use of company systems.	2 3 4 5 6 7 8	 Q. Okay. How is Super G Capital managed? What is its management structure? A. Darrin is the only employee. Q. Does it have a board? A. He's the sole manager. Q. Who are its attorneys? A. We used several firms over the years. The corporate firm, if you will, is a firm in New Haven, Connecticut, that has done many deals and projects for me named Brenner, Saltzman & Wallman.
2 3 4 5 6 7 8	Q. Okay. Does SG Credit Partners have a document-retention policy? A. No. Q. Does it have a document-destruction policy? A. No. I I think we have developed an IT manual in the last few months that I was not very much involved in that I think has some boilerplate language around use of company systems. Q. Okay. With respect to Super G Capital, you're correct, you're not currently an employee of Super G?	2 3 4 5 6 7 8	Q. Okay. How is Super G Capital managed? What is its management structure? A. Darrin is the only employee. Q. Does it have a board? A. He's the sole manager. Q. Who are its attorneys? A. We used several firms over the years. The corporate firm, if you will, is a firm in New Haven, Connecticut, that has done many deals and projects for me named Brenner, Saltzman & Wallman. Q. Okay. Anyone else?
2 3 4 5 6 7 8 9 10 11	Q. Okay. Does SG Credit Partners have a document-retention policy? A. No. Q. Does it have a document-destruction policy? A. No. I I think we have developed an IT manual in the last few months that I was not very much involved in that I think has some boilerplate language around use of company systems. Q. Okay. With respect to Super G Capital, you're correct, you're not currently an employee of Super G? A. That's correct.	2 3 4 5 6 7 8 9 10 11	Q. Okay. How is Super G Capital managed? What is its management structure? A. Darrin is the only employee. Q. Does it have a board? A. He's the sole manager. Q. Who are its attorneys? A. We used several firms over the years. The corporate firm, if you will, is a firm in New Haven, Connecticut, that has done many deals and projects for me named Brenner, Saltzman & Wallman. Q. Okay. Anyone else? A. In which capacity?
2 3 4 5 6 7 8 9 10 11 12 13	Q. Okay. Does SG Credit Partners have a document-retention policy? A. No. Q. Does it have a document-destruction policy? A. No. I I think we have developed an IT manual in the last few months that I was not very much involved in that I think has some boilerplate language around use of company systems. Q. Okay. With respect to Super G Capital, you're correct, you're not currently an employee of Super G? A. That's correct. Q. What position, specifically, did you hold at	2 3 4 5 6 7 8 9 10 11 12 13	 Q. Okay. How is Super G Capital managed? What is its management structure? A. Darrin is the only employee. Q. Does it have a board? A. He's the sole manager. Q. Who are its attorneys? A. We used several firms over the years. The corporate firm, if you will, is a firm in New Haven, Connecticut, that has done many deals and projects for me named Brenner, Saltzman & Wallman. Q. Okay. Anyone else? A. In which capacity? Q. In any capacity that they have represented
2 3 4 5 6 7 8 9 10 11 12 13 14	Q. Okay. Does SG Credit Partners have a document-retention policy? A. No. Q. Does it have a document-destruction policy? A. No. I I think we have developed an IT manual in the last few months that I was not very much involved in that I think has some boilerplate language around use of company systems. Q. Okay. With respect to Super G Capital, you're correct, you're not currently an employee of Super G? A. That's correct. Q. What position, specifically, did you hold at Super G?	2 3 4 5 6 7 8 9 10 11 12 13 14	Q. Okay. How is Super G Capital managed? What is its management structure? A. Darrin is the only employee. Q. Does it have a board? A. He's the sole manager. Q. Who are its attorneys? A. We used several firms over the years. The corporate firm, if you will, is a firm in New Haven, Connecticut, that has done many deals and projects for me named Brenner, Saltzman & Wallman. Q. Okay. Anyone else? A. In which capacity? Q. In any capacity that they have represented Super G Capital.
2 3 4 5 6 7 8 9 10 11 12 13 14 15	Q. Okay. Does SG Credit Partners have a document-retention policy? A. No. Q. Does it have a document-destruction policy? A. No. I I think we have developed an IT manual in the last few months that I was not very much involved in that I think has some boilerplate language around use of company systems. Q. Okay. With respect to Super G Capital, you're correct, you're not currently an employee of Super G? A. That's correct. Q. What position, specifically, did you hold at Super G? A. Many. I took the title of chief financial	2 3 4 5 6 7 8 9 10 11 12 13 14 15	Q. Okay. How is Super G Capital managed? What is its management structure? A. Darrin is the only employee. Q. Does it have a board? A. He's the sole manager. Q. Who are its attorneys? A. We used several firms over the years. The corporate firm, if you will, is a firm in New Haven, Connecticut, that has done many deals and projects for me named Brenner, Saltzman & Wallman. Q. Okay. Anyone else? A. In which capacity? Q. In any capacity that they have represented Super G Capital. A. I would say that Darrin's divorce attorney is
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q. Okay. Does SG Credit Partners have a document-retention policy? A. No. Q. Does it have a document-destruction policy? A. No. I I think we have developed an IT manual in the last few months that I was not very much involved in that I think has some boilerplate language around use of company systems. Q. Okay. With respect to Super G Capital, you're correct, you're not currently an employee of Super G? A. That's correct. Q. What position, specifically, did you hold at Super G? A. Many. I took the title of chief financial officer because we needed someone in that seat for	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q. Okay. How is Super G Capital managed? What is its management structure? A. Darrin is the only employee. Q. Does it have a board? A. He's the sole manager. Q. Who are its attorneys? A. We used several firms over the years. The corporate firm, if you will, is a firm in New Haven, Connecticut, that has done many deals and projects for me named Brenner, Saltzman & Wallman. Q. Okay. Anyone else? A. In which capacity? Q. In any capacity that they have represented Super G Capital. A. I would say that Darrin's divorce attorney is probably the only active attorney interfacing with the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q. Okay. Does SG Credit Partners have a document-retention policy? A. No. Q. Does it have a document-destruction policy? A. No. I I think we have developed an IT manual in the last few months that I was not very much involved in that I think has some boilerplate language around use of company systems. Q. Okay. With respect to Super G Capital, you're correct, you're not currently an employee of Super G? A. That's correct. Q. What position, specifically, did you hold at Super G? A. Many. I took the title of chief financial officer because we needed someone in that seat for investor purposes. I took the title of chief credit	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q. Okay. How is Super G Capital managed? What is its management structure? A. Darrin is the only employee. Q. Does it have a board? A. He's the sole manager. Q. Who are its attorneys? A. We used several firms over the years. The corporate firm, if you will, is a firm in New Haven, Connecticut, that has done many deals and projects for me named Brenner, Saltzman & Wallman. Q. Okay. Anyone else? A. In which capacity? Q. In any capacity that they have represented Super G Capital. A. I would say that Darrin's divorce attorney is probably the only active attorney interfacing with the legal entities right now.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q. Okay. Does SG Credit Partners have a document-retention policy? A. No. Q. Does it have a document-destruction policy? A. No. I I think we have developed an IT manual in the last few months that I was not very much involved in that I think has some boilerplate language around use of company systems. Q. Okay. With respect to Super G Capital, you're correct, you're not currently an employee of Super G? A. That's correct. Q. What position, specifically, did you hold at Super G? A. Many. I took the title of chief financial officer because we needed someone in that seat for investor purposes. I took the title of chief credit officer at one point. It was a three-partner	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q. Okay. How is Super G Capital managed? What is its management structure? A. Darrin is the only employee. Q. Does it have a board? A. He's the sole manager. Q. Who are its attorneys? A. We used several firms over the years. The corporate firm, if you will, is a firm in New Haven, Connecticut, that has done many deals and projects for me named Brenner, Saltzman & Wallman. Q. Okay. Anyone else? A. In which capacity? Q. In any capacity that they have represented Super G Capital. A. I would say that Darrin's divorce attorney is probably the only active attorney interfacing with the legal entities right now. Q. Is that Tim Sylvester?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Q. Okay. Does SG Credit Partners have a document-retention policy? A. No. Q. Does it have a document-destruction policy? A. No. I I think we have developed an IT manual in the last few months that I was not very much involved in that I think has some boilerplate language around use of company systems. Q. Okay. With respect to Super G Capital, you're correct, you're not currently an employee of Super G? A. That's correct. Q. What position, specifically, did you hold at Super G? A. Many. I took the title of chief financial officer because we needed someone in that seat for investor purposes. I took the title of chief credit officer at one point. It was a three-partner organization, and I was one of three partners.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Q. Okay. How is Super G Capital managed? What is its management structure? A. Darrin is the only employee. Q. Does it have a board? A. He's the sole manager. Q. Who are its attorneys? A. We used several firms over the years. The corporate firm, if you will, is a firm in New Haven, Connecticut, that has done many deals and projects for me named Brenner, Saltzman & Wallman. Q. Okay. Anyone else? A. In which capacity? Q. In any capacity that they have represented Super G Capital. A. I would say that Darrin's divorce attorney is probably the only active attorney interfacing with the legal entities right now. Q. Is that Tim Sylvester? A. No. His name he's a spitting distance from
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q. Okay. Does SG Credit Partners have a document-retention policy? A. No. Q. Does it have a document-destruction policy? A. No. I I think we have developed an IT manual in the last few months that I was not very much involved in that I think has some boilerplate language around use of company systems. Q. Okay. With respect to Super G Capital, you're correct, you're not currently an employee of Super G? A. That's correct. Q. What position, specifically, did you hold at Super G? A. Many. I took the title of chief financial officer because we needed someone in that seat for investor purposes. I took the title of chief credit officer at one point. It was a three-partner organization, and I was one of three partners. Q. Who were those partners?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q. Okay. How is Super G Capital managed? What is its management structure? A. Darrin is the only employee. Q. Does it have a board? A. He's the sole manager. Q. Who are its attorneys? A. We used several firms over the years. The corporate firm, if you will, is a firm in New Haven, Connecticut, that has done many deals and projects for me named Brenner, Saltzman & Wallman. Q. Okay. Anyone else? A. In which capacity? Q. In any capacity that they have represented Super G Capital. A. I would say that Darrin's divorce attorney is probably the only active attorney interfacing with the legal entities right now. Q. Is that Tim Sylvester? A. No. His name he's a spitting distance from my office, too.
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1	assisted me with some restructuring of Super G's debts.	1	A. Annual.
2	Q. Okay.	2	Q. Annually?
3	A. And Ben Phillips is the divorce attorney.	3	A. Yes.
4	Q. Okay.	4	Q. Did those require disclosure of loans?
5	MR. BLAKLEY: Jason?	5	A. The department wants to know which of the
6	MR. FREEMAN: Yes.	6	loans pertain to California domicile borrowers, so that
7	MR. BLAKLEY: Dunn Sheehan is representing	7	was the nature of the reporting.
8	Super G to the extent necessary to respond to	8	Q. Would the loan made to ACET Global, LLC, be
9	third-party discovery having to do with this matter.	9	reflected on any reports made to the Department of
10	MR. FREEMAN: Okay. Got it.	10	Business Oversight?
11	Q. (BY MR. FREEMAN) Who is Tim Sylvester?	11	A. It's a very voluminous report that I had the
12	A. Tim is a corporate lawyer that has done work	12	pleasure of never preparing personally, so I can't
13	for SG Credit Partners.	13	answer your question accurately. I know that ACET
14	Q. Does he represent Super G Capital?	14	Global would not be considered a California borrower
15	A. He does not now. I have moved the	15	from the reporting standpoint in the numerator of loans
16	representation of this matter to J.D.'s firm.	16	made. I don't know if the department asked about the
17	Q. Did he previously represent Super G Capital?	17	denominator of loans.
18	A. Only as pertains to the subpoena and the	18	Q. Okay. What about with respect to the
19	subpoena process of information.	19	Windspeed loan? Would that be reflected in a report to
20	Q. Okay. Who hired him?	20	the Department of Business Oversight?
21	A. I hired him.	21	A. No, as it was a Texas borrower, as well.
22	Q. Okay. Is Super G Capital affiliated with any	22	Q. Did Super G have licenses in any other states?
23	other entities that we have discussed?	23	A. Licenses? Not that I'm aware of. I believe
24	A. Darrin has a personal holding company called	24	it had filed to do business in various states, but it
25	Super G, LLC, to further add to the confusion, and	25	had just one lender license.
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1	that's it.	1	Q. Okay. Where were its offices located?
2	Q. Other than the name similarity, does it have	2	A. Newport Beach, California.
3	any that you know of, any direct legal affiliation?	3	Q. Were there any other offices?
4	A. To Super G, LLC?	4	A. Initially in Virginia, but in the last five
5	Q. Yes, sir.	5	years, no.
6	A. Yes. Super G, LLC, provided capital to Super	6	Q. What office did Steve Bellah operate out of?
7	G Capital.	7	A. Home office.
8	Q. Okay. Do you know why that structure is in	8	Q. Where was that?
9	place?	9	A. I believe in the Dallas Metro area.
10	A. I do. Darrin Ginsberg, this being a community	10	Q. How many employees were there of Super G?
11	property state, had wanted to separate his premarital	11	A. At the peak, perhaps a dozen to 15. We had an
12	property from his marital property with Sharon Ginsberg,	12	office in Los Angeles, as well.
13	which turned out to be a good decision since they had a	13	Q. Who is Charlie Perer?
14	dissolution of that marriage.	14	A. He was a Super G Capital employee, and he was
15	Q. Does Super G operate under any licenses?	15	my partner in the spin-out of SG Credit Partners.
16	A. Super G had a lender's license in the state of	16	Q. Okay. And what about David Ginsberg?
17	California, which is through the Department of Business	17	A. Darrin's brother, and was a clerical employee
18	Oversight. And it surrendered that license.	18	of Super G Capital.
19	Q. When did it do that?	19	Q. Okay. What about Joey Moore?
20	A. Recently. I believe year end 2020.	20	A. Darrin's brother-in-law, and was also an
21	Q. Okay. Was it subject to any other regulatory	21	administrative or clerical employee of Super G Capital.
22	agency?	22	Q. Okay. And Jon Engleking?
23	A. No.	23	A. Engleking. Who was be? He was his partner?
24 25	Q. Did it file reports with the Department of	24	Q. Engleking. Who was he? He was his partner?
_ ∠5	Business Oversight?	25	A. Yes. They ran the merchant services lending

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1	business together.	1	or purchase the assets from the lender. And if that
2	Q. What is his background?	2	time has lapsed, then it's a, I believe, nonjudicial
3	A. In merchant services operations.	3	approach to repossessing the assets.
4	Q. Did he put up capital for Super G?	4	MR. PERRIN: Object to the form of the
5	A. No.	5	question. I didn't get that in before you started your
6	Q. Who is Oren Moses?	6	answer.
7	A. Employee of Super G Capital who is now an	7	MR. FREEMAN: I'm sorry. Could you
8	employee of SG Credit Partners.	8	restate that?
9	Q. Okay. What does Oren do?	9	MR. PERRIN: Yeah. I objected to the
10	A. He's my portfolio manager.	10	form of the question because I didn't get it in before
11	Q. Okay. What about Gerardo Mora?	11	he started his answer.
12	A. Gerardo is a junior employee and credit	12	MR. FREEMAN: Got it.
13	associate of SG Credit Partners in Los Angeles.	13	Q. (BY MR. FREEMAN) So by Article IX, do you
14	Q. Okay. Was Gerardo with Super G Capital?	14	roughly mean that it's a foreclosure that doesn't
15	A. I believe that he joined yes, he was our	15	require a court to intervene?
16	intern, and I believe he joined full time prior to the	16	A. Yes. That's how I
17	spin-out.	17	MR. BLAKLEY: Objection, form.
18	Q. Okay. What about Devin Minna?	18	Q. (BY MR. FREEMAN) Okay. So what side of the
19	A. Terminated employee of Super G Capital.	19	business were you on?
20	Q. Why was Devin terminated?	20	A. Financial and credit.
21	A. Off the record, because you all have difficult	21	Q. Okay. And was that the side of the business
22	jobs like mine. He has the distinction of being fired	22	that
23	by both my company and my wife's company, which says a	23	A. I misunderstood your question. I was on the
24	lot.	24	cash flow lending side, not the merchant services
25	Back on the record, he was not a	25	lending side.
	Page 87		Page 89
1	performing employee.	1 2	Q. Okay. Could you say that again? The cash
2	performing employee. Q. I have made those mistakes as well.	2	Q. Okay. Could you say that again? The cash flow
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Page 90 Page 92 1 Q. So the loan foreclosure on ACET Global, LLC, 1 Q. Who are the other principals? 2 was the only nonjudicial foreclosure that you have ever 2 A. They were the employees that made a cash 3 seen on Super G Capital's cash flow lending side? 3 equity investment into those companies. 4 A. I believe that's correct. 4 Q. Did you make a -- personally make a cash 5 5 equity investment? Q. Was the foreclosure on Super G -- excuse me. 6 A. I did. 6 Was the foreclosure on ACET Global's 7 7 Q. Did you receive an equity stake equal to the assets the only Article IX foreclosure that you had ever 8 seen Super G Capital engage in? 8 value of that cash equity investment? 9 9 A. Yes. A. Yes. 10 Q. Did you receive an additional equity stake? 10 Q. Had Super G Capital -- strike that. 11 Have you ever -- has Super G Capital ever 11 12 12 Q. These two oil and gas transactions we were sold foreclosed assets to an entity in which it had an just discussing, Toro and Grande --13 ownership stake? 13 14 MR. BLAKLEY: Objection, form. 14 15 15 Q. -- did they involve foreclosures? A. Super G Capital had been granted negotiated 16 equity stakes in companies through forbearance 16 A. Let me think about that. I do not recall the 17 agreements before, but I don't think it had ever done it 17 legal structure because I had a very trusted employee 18 18 handling the legal side of the agreements. through an Article IX vehicle or transaction. 19 Q. (BY MR. FREEMAN) When it engaged in the 19 Q. Okay. Who is that? 20 sale -- in the foreclosure sale of ACET Global's assets 20 A. Oren Moses. Q. So as we sit here today, you don't really know 21 to Windspeed, prior to that, did you discuss with Steve 21 22 Bellah the fact that Super G Capital had negotiated 22 whether Toro or Grande involved a foreclosure by Super 23 equity stakes through forbearance agreements? 23 A. I don't really know, and they may have come 24 MR. BLAKLEY: Objection, form. 2.4 A. I don't -- I don't know. Probably not. Each after ACET. 2.5 25 Page 91 Page 93 1 Q. Okay. When's the last time you spoke to 1 one was unique. 2 Q. (BY MR. FREEMAN) But to your knowledge, Super 2 Darrin Ginsberg? 3 G Capital had never sold assets to an entity in which it 3 A. We text often, and I spoke with him last week. 4 had an ownership stake --4 Q. Is Darrin Ginsberg functional at this point in 5 MR. PERRIN: Objection, form. 5 time? 6 Q. (BY MR. FREEMAN) -- prior to this? 6 MR. BLAKLEY: Objection, form. 7 7 A. I may be incorrect. There were two oil and A. Yes, he's able to communicate. He's not 8 gas transactions that required a similar transaction 8 9 structure, but I do not know if they were before or 9 Q. (BY MR. FREEMAN) Okay. Has Darrin Ginsberg 10 after the ACET transaction. 10 been suffering from a terminal illness? 11 O. Do you recall the name of those transactions? 11 A Yes A. Yes. One was called Toro Oil Field Services, 12 12 Q. What is that illness? 13 and I'm still involved with that successor company; and 13 A. He has brain and lung cancer. the other was called Grande Oil --14 14 Q. Sorry to hear that. 15 Q. Grande Oil? 15 A. Thank you. Q. Have you ever discussed the ACET Global loan 16 A. -- where Super G Capital had a loan and the 16 17 parent company was unable to make the payments. I would 17 or transaction with Darrin Ginsberg? 18 be speculating as to the nature of the transaction, but 18 A. I informed Darrin last week that there's a 19 in substance, there was a contribution made to a new 19 dispute and that I was going to be retaining counsel on Super G Capital's behalf; and ideally, I would be 2.0 borrower for which principals of Super G had received an 20 21 equity stake in those companies. 21 handling the matter, including depositions, so he would 22 Q. So it was principals, but not Super G itself? 22 2.3 A. Yes. 23 Q. Did Super G or does Super G have a 24 Q. Were you one of those principals? 24 document-retention policy? 25 A. Yes. 25 A. No.

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- Q. Does it have a document-destruction policy?

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- Q. Do you know how its records are stored?
- 4 A. Super G had a Dropbox filing system. Nearly 5
 - everything was electronic other than a deed or a
- 6 mortgage that it received as collateral. Everything was 7 electronic. There was a folder tree, if you will,
- 8 hierarchy of what files were important to a loan
- 9 transaction, and that the employees were required to
- 10 maintain a fairly strict adherence to that so that it

11 wasn't haphazard.

> We terminated all of the employee access to the -- to the Dropbox system. Because it was a friendly separation, I kept my files; Alex and the other employees kept their files, other than terminated employees who had to surrender everything. They never do, but to the extent you can.

And then there was a hosted Outlook exchange that all of the employees were under that archived emails after 12 months but retained them in a web-based Cloud-hosted function. And as we pared down expenses, all of the employees gave up their access to that other than Darrin.

Q. Do you know if -- has the company placed a litigation hold on any files related to this matter?

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document exchange or discovery, particularly if we can, you know, help you keep costs down as well and avoid --

THE WITNESS: We can certainly prevent any document destruction.

MR. FREEMAN: It's been about an hour since we went back on the record. I know this gets pretty exhausting. It's tiring, and I've got the easy job on my end. So if you'd like, we can take another ten-minute break. We're to a relatively good stopping point, or we can just keep going. But I'll offer that up. I'm guessing we've got a lot of support for a break.

MR. BLAKLEY: Might depend on how much longer you anticipate going.

MR. FREEMAN: I've probably got another two to three hours.

THE WITNESS: Let's take a break.

(Break taken from 5:05 p.m. to 5:23 p.m.)

19 MR. FREEMAN: We are back on the record.

> Q. (BY MR. FREEMAN) Mr. Cole, does Super G have any ownership interest in ACET Global?

23 Q. Do you know who owns ACET Global?

A. Baymark entities, to my understanding, and I

25 believe that the ACET founder has equity, as well.

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- A. No.
- Q. Who would be in charge of placing a litigation hold or ensuring that one exists?
 - A. Well, at this point, Darrin is the only employee of Super G Capital, and that's really for medical benefit purposes. I assume he has his files. I don't know how he maintained the former employee files.
 - Q. Would you have the ability to inform him of any need to put in place a litigation hold?
 - Q. Would you be willing to -- after consulting with your counsel, to request that one be put in place?
 - A. I don't know that you -- I think if you tell me what you want, we can likely get it. There's no proactive transfer at this point; whatever he's got, he's got and there's no new file creation at this point. What I would, you know, very much like to do is -- as
- 18 I'm trying to keep expenses down on the Super G Capital 19 side, is minimize what I understand to be very expensive
 - electronic file discovery.
 - Q. Understood.

MR. FREEMAN: J.D., just to make a point, my only concern, obviously, is with any destruction of documents going forward. And, you know, I'll make the point here that I am always interested in informal

Q. Okay. Was Super G ever offered any form of

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- 2 ownership in ACET Global?
 - A. I don't think so.
- 4 Q. Did Super G ever attempt to acquire any
 - interest in ACET Global?
 - A. I don't think so.
 - Q. Prior to the ACET Global deal, had Super G
- 8 Capital ever done a deal involving Tony Ludlow?
 - A. No.
- 10 O. David Hook?
- 11 A. No.
 - Q. Matt Denegre?
- 13
- 14 Q. Any of the Baymark parties, to your knowledge?
- 15 A. No, I don't think so. I would have known.
- 16 Q. Had you ever been involved in a transaction
- 17 with any of those persons?
 - A. No, and I have never met them.
- 19 Q. Have you ever had discussions with Bill Szeto 20 regarding Tomer Damti?
- 21 A. I had discussions with Bill Szeto about the 22 workout and the restructuring and the plan for ACET, but 23
- 24 Q. Okay. Did you ever have any discussions with 25 Mr. Ludlow, Tony Ludlow?

25 (Pages 94 to 97)

Page 98 Page 100 1 A. I don't believe that I have ever spoken to 1 his ownership stake would be in any restructured 2 him. 2 3 Q. Don't believe you have ever? 3 A. I don't have much recollection. I can see 4 A. No. I don't think so. 4 where the agreement landed through the operating 5 Q. What about Mr. Hook? 5 agreement, but I don't remember the back and forth to 6 6 A. Same answer. get there. 7 Q. Did you have discussions with Bill Szeto? 7 Q. Do you recall if he wanted more than 8 8 20 percent? 9 Q. What was the nature of those discussions? 9 A. I don't recall. 1.0 A. What I recall is I wanted to hear that there Q. When did you first have conversations with 10 11 was a business that could pay Super G Capital back. I 11 Mr. Szeto? 12 wanted to hear that he had a plan, and I do specifically 12 A. I don't recall. But I would have been brought remember trying to talk him into either putting capital 13 13 in later, meaning I felt that Steve Bellah, who was my 14 in the business or personally guaranteeing the Super G 14 senior in an experience standpoint, twisted me into 15 note. And he would do neither. 15 approving a loan that didn't make sense on paper, that 16 Q. How did he react to that request? 16 didn't have great credit profiles. And when it was not 17 A. I recall that he felt that he had not taken a 17 performing, I was very angry with him; and I felt that 18 paycheck or had incurred some credit card expense, but 18 he needed to fix it, and he needed to make it right. 19 that that was -- you know, he felt that that was skin in 19 And so I was not the front person in it, in really any 20 the game. And I, of course, argued that it wasn't. 20 discussions, including with Szeto. Steve came to me 21 Money is skin in the game, and that if Super G Capital 21 when he needed approval for the ultimate agreements. 22 were going to figure out any solution, that somebody had 22 But I leaned on my senior loan officer to fix his mess. 23 to raise their hand and say they wanted this business to 23 Q. Did it appear to you that Super G Capital succeed. And I wanted there to be money in that hand to 2.4 24 should have made the loan to ACET Global in the first help share the burden. And he wouldn't budge and felt 25 25 place? Page 99 Page 101 1 1 that his time was his commitment. MR. BLAKLEY: Objection, form. Q. Okay. What did he mean by not taking a 2 2 A. In hindsight, every non-performing loan has 3 3 paycheck? weak underlying assumptions, including this one. And I 4 4 A. I think -re-read the credit memo, the R&R, Steve's internal 5 5 MS. HARD-WILSON: Objection, form. document; and it's not a transaction that I would 6 A. I think at some point he was working as --6 approve today or anything like it. 7 7 well, I'll start with my recollection was that Baymark Q. (BY MR. FREEMAN) And what is the R&R? 8 8 had recruited Bill to be CEO, but he wasn't getting A. What do you mean by that? 9 paid, at least at some point in time. 9 Q. What is the document you referenced? 10 Q. (BY MR. FREEMAN) Did you understand why he 10 A. A deal summary, we called it, which was 11 was not being paid? 11 Steve's description of the transaction. 12 12 MR. BLAKLEY: Objection, form. Q. How many deal summaries are there? MS. HARD-WILSON: Objection, form. A. One. 13 13 14 A. Well, I don't think the company was insolvent 14 Q. Just one related to ACET Global? 15 by -- from the lender's perspective, it didn't have the 15 Q. Is there a deal summary related to Windspeed? 16 cash to stay in business or certainly make any debt 16 17 service, so I guess there was limited ability to pay the 17 A. No. 18 18 Q. Why is that? 19 Q. (BY MR. FREEMAN) Did he indicate that he 19 A. Because it was \$200,000 of defensive money 2.0 might be receiving anything else in lieu of a paycheck? 20 that I just approved. 21 A. I don't know. 21 Q. Mr. Cole, you mentioned earlier that this loan 22 MS. HARD-WILSON: Objection, form. 22 didn't make sense on paper. Could you explain what you 23 A. I'm not sure. My recollection is only we 23 mean by that? 2.4 squeezed for capital support, and the wells were dry. 24 A. My frustration with the loan was that we like 25 Q. (BY MR. FREEMAN) Did Mr. Szeto discuss what 25 to see the sponsor put in more cash and that Super G

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- 1 Capital wrote the largest check for the acquisition.
- 2 And so I tend to view an acquisition as not what you
- 3 could get, but what you are paid in cash up front and
- 4 who provided that cash. And so from that perspective,
- 5 Super G Capital was too big a player relative to a
- 6 credit that I would do today. Others should have more
- 7 to lose than we did.

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- Q. Did you any discussions with Mr. Szeto regarding ACET Venture Partners, which was the seller of assets to ACET Global?
 - A. I don't recall having discussions with them.
- Q. Did you have discussions with anybody regarding ACET Venture Partners?
- A. I knew there was a seller, obviously, that we were financing the purchase of. I knew it was a rollover situation; and I was informed at some point that there was a separation, and I don't think it was amicable. That's about the extent of my knowledge.
- Q. Okay. Talk just about the loan process at Super G. What is the loan process for approving a loan?
- 21 A. It really depends on the date. And the reason 22 that's important is initially there was a three person 23 investment committee: Myself, Jon Engleking, Darrin
- 2.4 Ginsberg. We added a committee member for cash flow
- 25 loans. I basically booted off a committee member, which

- Page 104
- third-party professionals as much as possible.
- Q. Okay. Well, was there, at any point, a formal loan committee?
 - A. This was at one time.
- Q. Was there at the time that this ACET Global
- 7 A. I don't recall.
 - Q. Do you know if there was in the general time period of July 2017?
 - A. I would think that the loan officer -- in this case Steve Bellah -- would be presenting to my team for a small transaction like this. I can't recall in that time frame if we had a loan committee or not. It was moving towards a Darrin rubber stamp of what my team wanted to do.
 - Q. If there was a loan committee, is there generally a report or a document or some memorandum of some sort memorializing the decision?

MR. BLAKLEY: Objection, form.

- A. A bank would have a response memorialized and, sort of, saved with the transaction. At some point, Super G Capital moved to an email approval process, but in 2017, it was way too small an entrepreneurial. It was really thumbs up or thumbs down.
 - Q. (BY MR. FREEMAN) At that point in time, 2017,

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- was Jon Engleking. And then when Darrin got sick, I ran my side of the business to the best I could, and Jon ran
- his side of the business to the best he could. So the
- 4 loan approval process went from more formal to informal
 - during -- you know, for several years, which is one of
- 6 the reasons left the organization.
 - Q. Okay. How would a loan generally be initiated?
 - A. Well, a loan officer -- we called them business development officers, first and foremost. So someone would find a capital need. We would have a weekly discussion, and the loan officer would explain something to rose to the level of a term sheet. And we as a team would debate the credit merits of issuing as term sheet. There would be a negotiation with the loan officer and the borrower, in the case the borrower and buyer.
 - If we had a signed term sheet, we did fairly typical lender of commercial due diligence, and then a credit write-up was done, and we would have a more robust deal discussion. By that point, typically attorneys were involved working on a loan document between Super G Capital and the client. And given that this was short term and expensive capital, we endeavor to minimize the negotiations and minimize the use of

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- what was the -- what was the time line necessary to
- 2 initiate and approve a lean?
 - MR. BLAKLEY: Objection, form.
 - A. Weeks, not months.
 - Q. (BY MR. FREEMAN) Two weeks?
- 6 A. Three or four weeks, typically.
- 7 Q. Three or four weeks? What would generally --8 what would be provided to Super G by the proposed
- 9
- 10 A. Historical financials, a projection, a use of 11 funds, business plan, accounts receivable aging,
- 12
- accounts payable aging. And then Super G Capital would do background checks on principals, various -- check tax 13
- 14 forms, check for any litigation; fairly typical but
- 15 abbreviated commercial lending. What Super G Capital
- 16 did not do is third-party verification work on inventory
- and accounts receivable. 17
- 18 Q. Did it engage in any first-party verification
- of inventory? 19
 - MR. BLAKLEY: Objection, form.

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- 22 MR. FREEMAN: Can I have the basis for
- 23 that objection?
- 24 MR. BLAKLEY: Say again?
 - MR. FREEMAN: Can I have the basis for

	Page 106		Page 108
1	that objection?	1	the historical performance of the Company.
2	MR. BLAKLEY: Vague and ambiguous as to	2	Q. What does a what function or goal does
3	what "first-party investigation" means.	3	obtaining a projection serve?
4	Q. (BY MR. FREEMAN) Did Super G engage in its	4	A. It can really vary. It can vary from a check
5	own direct verification of a proposed borrower's value	5	the box because it's a "nice to have" to assessing if a
6	of its inventory?	6	credit doesn't stand on its own, it may provide some
7	MR. BLAKLEY: Objection, form.	7	additional comfort to extending credit if those
8	A. No.	8	assumptions in the projections are believable.
9	Q. (BY MR. FREEMAN) Did Super G engage in any	9	Q. Does Super G generally accept projections on
10	diligence itself with respect to a borrower's inventory?	10	their face?
11	MR. BLAKLEY: Objection, form.	11	A. No more or less than anybody else does. I
12	MR. FREEMAN: What's the basis for your	12	think it's a part of the story.
13	objection?	13	Q. So are the projections part of the overall
14	MR. BLAKLEY: What borrower? Any	14	risk assessment by Super G?
15	borrower? Are we talking about the case here? Are we	15	A. They're a portion of them.
16	talking about ACET Global? Vague and ambiguous.	16	Q. The use of funds, what is the purpose of
17	MR. FREEMAN: We're talking about a	17	requesting description of the use of funds?
18	process, J.D.	18	A. It speaks to repayment. If you want to borrow
19	Q. (BY MR. FREEMAN) Mr. Cole, do you understand	19	money, the lender wants to know where that money is
20	what I mean when I've asked the last three questions?	20	going to go and will it contribute to either creating
21	MR. PERRIN: Objection, form.	21	value and ultimately cashflow and collateral to support
22	A. Super G Capital did not verify inventory or	22	the loan repayment, or will it contribute to the erosion
23	accounts receivable balances, other than review of	23	of collateral and inability to service the debt.
24	financial statements.	24	Q. Okay. What was the describe the use of
25	Q. (BY MR. FREEMAN) Okay. Why would Super G	25	funds for the transaction in which Super G loaned ACET
	Page 107		Page 109
1		1	Page 109 Global in 2017.
1 2	Page 107 need need a copy of a borrower's historical financials?	1 2	
	need need a copy of a borrower's historical		Global in 2017.
2	need need a copy of a borrower's historical financials?	2	Global in 2017. A. 850,000 went to the seller. 150,000 went to
2	need need a copy of a borrower's historical financials? A. To verify really, is the basis of the	2 3	Global in 2017. A. 850,000 went to the seller. 150,000 went to an escrow account. And then there was supposed to be
2 3 4	need need a copy of a borrower's historical financials? A. To verify really, is the basis of the credit decision-making, to understand if what a company	2 3 4	Global in 2017. A. 850,000 went to the seller. 150,000 went to an escrow account. And then there was supposed to be 200,000 deposited for working capital.
2 3 4 5	need need a copy of a borrower's historical financials? A. To verify really, is the basis of the credit decision-making, to understand if what a company is representing that it owns.	2 3 4 5	Global in 2017. A. 850,000 went to the seller. 150,000 went to an escrow account. And then there was supposed to be 200,000 deposited for working capital. Q. Okay. And was that the described use of funds
2 3 4 5 6	need need a copy of a borrower's historical financials? A. To verify really, is the basis of the credit decision-making, to understand if what a company is representing that it owns. Q. Is that to verify its performance,	2 3 4 5 6	Global in 2017. A. 850,000 went to the seller. 150,000 went to an escrow account. And then there was supposed to be 200,000 deposited for working capital. Q. Okay. And was that the described use of funds when the loan was requested?
2 3 4 5 6 7	need need a copy of a borrower's historical financials? A. To verify really, is the basis of the credit decision-making, to understand if what a company is representing that it owns. Q. Is that to verify its performance, historically?	2 3 4 5 6 7	Global in 2017. A. 850,000 went to the seller. 150,000 went to an escrow account. And then there was supposed to be 200,000 deposited for working capital. Q. Okay. And was that the described use of funds when the loan was requested? A. Funded. I don't know about requested, but by
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	need need a copy of a borrower's historical financials? A. To verify really, is the basis of the credit decision-making, to understand if what a company is representing that it owns. Q. Is that to verify its performance, historically? A. It's a portion of the credit decision. Q. And why is that important in the credit decision? A. Typically, senior lenders advance a advance capital and credit as a either a function of the assets on the balance sheet or as a multiple of the cashflow that they are purchasing. And to do that work, you need to know what the Company says they have. And to do it well, you need to verify it. Q. Is this are the company's historic financials relative or relevant to the risk associated with a loan? A. It's an important aspect to analyzing the risk. Q. Why would Super G, as a lender, request	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Global in 2017. A. 850,000 went to the seller. 150,000 went to an escrow account. And then there was supposed to be 200,000 deposited for working capital. Q. Okay. And was that the described use of funds when the loan was requested? A. Funded. I don't know about requested, but by the time of funding, yes. Q. Okay. With respect to historic financials which are part of the initial assessment of the loan's risk with respect to the historic financials, if those historic financials demonstrated poor economic performance, would Super G generally extend the loan to that borrower? A. It's a bit difficult to answer. It depends if there was another source of repayment. Q. Okay. So would there generally need to be another source of repayment? A. If the historic financials were poor, yes. Q. In the process of reviewing a potential loan, what records are created? A. Created by the lender?

Page 110 Page 112 1 Ideally, some credit analysis is created by the lender 1 lending. Steve was a GE Capital professional with a 2 to demonstrate repayment. And then all legal 2 better pedigree than the rest of us. And the financial 3 agreements, which are either created by in house or 3 projections supported that the Company could service the 4 through third parties, are retained and reporting is 4 5 5 It was an expensive and an aggressive Q. Okay. The internal description of the 6 amortization -- amortizing loan, which was Super G 6 7 7 transaction, is that the deal summary? Capital's hallmark. So you didn't have to be right that 8 8 long. And further, we had established an escrow account 9 9 O. The terms of the loan file, are all of the so the Company would always have some cash collateral, 10 10 which was a decent size relative to a \$750,000 initial records you just mentioned, are those maintained in the 11 loan file? 11 funding. 12 12 Q. Did it offer any other upside? A. Yes. A. No, but it was a very high interest rate loan. 13 Q. Are those maintained on Dropbox? 13 Q. Okay. When you say an aggressive 14 A. Yes. 14 15 15 amortization, what does that mean? Q. Turning to this particular transaction, the 16 transaction in which Super G, LLC loaned a million 16 A. It means Super G Capital loans were fully 17 dollars to ACET Global, how did that loan come about? 17 amortized like a mortgage, except over a year or two 18 A. Steve Bellah introduced the loan. I believe 18 instead of 30, as opposed to a revolver, which it would 19 the initial funding was \$750,000. And Steve knew the 19 remain outstanding. 20 20 Q. Okay. Baymark principal or principals. 21 A. So Super G only had to be right for a year or Q. So he already knew them? 21 22 A. Yes, and that's the job of a -- the business 22 two, and limited its downside by the loan repayments 23 23 development officer. coming in. Q. Okay. Were the terms on this deal standard 24 Q. Do you know how far back his relationship with 24 25 for Super G? 2.5 them went? Page 111 Page 113 1 1 A. They were on the fairway. Each loan got A. I don't. 2 Q. Did he ever discuss that relationship with 2 negotiated with some latitude by the loan officer, but 3 you? 3 they were standard. 4 A. I'm sure he did as part of the general 4 Q. And who made the recommendation to make this 5 5 introduction of the deal, but it's not memorable. loan? Was that Steve? 6 Q. What do you remember about it? 6 A. That was Steve. 7 A. I remember that they were a local private 7 Q. Was there any representation that Baymark 8 8 equity firm that Steve held in high regard. would contribute capital to ACET Global? 9 Q. Anything else? 9 A. Yes. It was -- it was required to fund the 10 A. That's all I recall. 10 acquisition, that Super G Capital was putting proceeds 11 Q. So was it Steve that approached you about the 11 in, but Baymark was putting proceeds in underneath and 12 at risk, which is the right relationship between the 12 loan? 13 lender and the equity owner that's -- should take more 13 A. Yes. 14 Q. And do you know when that was? 14 risk and gets significantly more upside. 15 Q. Okay. Was that -- was that Baymark ACET 15 A. I don't, but if the loan was made in mid-2017, 16 16 then I'm guessing within a six month window of that. Holdco, do you believe? 17 MR. PERRIN: Objection, form. 17 Likely, within a three or four month window, max. And 18 potentially, would have been a 60-day window of the 18 Q. (BY MR. FREEMAN) Do you believe there a 19 first funding. 19 representation that Baymark ACET Holdco would contribute Q. Okay. Do you know why Super G -- did you have capital to ACET Global? 2.0 20 21 any indication of why Super G was interested in this 21 MR. PERRIN: Objection, form. 22 22 A. There was a representation that Baymark would 23 A. I'd say a combination of my respect for Steve, 23 contribute capital. And in the nomenclature of what we 24 who I had recruited heavily out of a bank environment to 24 do, what you're describing makes sense, that that would 25 come teach me and Super G Capital about asset-based 25 be the idea.

Page 114 Page 116 1 Q. (BY MR. FREEMAN) Okay. When we say that, do 1 the ACET Global loan required payments of \$15,000 a week 2 you -- do you essentially mean the principals of Baymark 2 by ACET Global; is that correct? 3 represented that there would be a capital contribution? 3 A. That might have been an amended number. On MR. BLAKLEY: Objection, form. 4 the initial loan --5 5 Q. I'll put -- I'll put what's marked as A. It was a condition of closing of our loan, 6 6 Exhibit 8 to this deposition -- hopefully -- on the that Super G Capital would be putting up a large portion 7 7 of the purchase price, but that either Baymark or its screen. 8 8 principals would be providing junior capital. The (Exhibit 8 marked.) 9 9 actual ownership was less important than the fact that Q. (BY MR. FREEMAN) Are you able to see that, 10 10 the -- there was an equity owner contributing capital Mr. Cole? 11 underneath Super G. 11 A. I am. And, yes, you're correct, \$15,000 every 12 Q. (BY MR. FREEMAN) Okay. Did the Baymark 12 week. 13 principals make any representations about what the funds 13 Q. Okay. Was that a significant payment for a that they would put in would be used for? 14 14 company like ACET Global? 15 MR. BLAKLEY: Objection, form. 15 MR. BLAKLEY: Objection, form. 16 A. I'm not sure. I mean, my understanding was 16 MR. PERRIN: Objection, form. A. Super G Capital believed they could service 17 they were used for the purchase, but I'm not sure. 17 18 Q. (BY MR. FREEMAN) And I mean the funds that --18 it. 19 19 that the principals put into ACET Global. Q. (BY MR. FREEMAN) Okay. Is that speed of 20 A. Don't know. 20 repayment normal? 21 21 MR. BLAKLEY: Objection, form. Q. How much did they put in? 22 A. The memo that I received for approval said 22 A. \$60,000 a month, \$700,000, roughly, a year, 23 23 \$400,000 of cash equity at close, including 150,000 that the Company was generating more than twice that. So it 24 24 went into an escrow account. would have left a cushion to reinvest in the Company. 25 25 And Super G would have had their -- it would have been a Q. Okay. Do you know whether they ultimately put Page 115 Page 117 1 1 \$516,000 in? 65-week relationship, which is, what, a year and a A. I don't know. I know that they wrote checks 2 2 little. So would have been -- the thesis was the 3 after the closing of the \$750,000 loan, but I don't know 3 Company could easily support it, and it would have been 4 4 a nice return for Super G for taking the risk. 5 5 Q. Okay. Did Super G perform an analysis on ACET Q. (BY MR. FREEMAN) And when you say the Company 6 6 Global's ability to pay this note? could reinvest it, does that not assume that its 7 7 A. Yes. It's a simplistic analysis that compares operating costs were not equal to the amount of the debt 8 8 the adjusted EBITDA on an annual basis to the annual repayment? 9 debt service. And the calculation on paper was very 9 A. Correct. 10 10 Q. Do you know what its operating costs were? 11 Q. Meaning that it would be financially able to 11 A. At the time I approved this loan, its 12 operating costs were slightly over \$100,000 a month. So 12 bear the note? 13 13 with, roughly, a 50 percent gross margin, they would 14 14 Q. What record of that analysis exists? have netted over a million dollars. This number was 15 15 A. I have a financial snapshot of historic and about a million-four on a trailing basis, which would 16 projected financials in my two-page deal summary. There 16 have easily covered 700,000 and change of debt service 17 17 would have been a spreadsheet worksheet with the -- with and left some excess for working capital, investment. 18 18 detail behind that, but it was clear from the summarized Q. I'm not sure I agree with the math, but it's 19 numbers that the Company could support its debt service. 19 probably a moot point. It doesn't sound like there 20 2.0 Q. And who -- who worked on that analysis? would be much left there, even in the best case 21 A. Steve Bellah would have had one of our -- one 21 scenario, assuming those historic numbers, for future of Super G's younger credit analysts available based on, 22 2.2 investment. 23 you know, a bench of young -- younger folks in Santa 23 MR. PERRIN: Objection to sidebar. 2.4 Monica that would have prepared this for him. 24 MR. FREEMAN: It's a sad point. 25 Q. Okay. I believe you mentioned earlier that 25 Q. (BY MR. FREEMAN) Was Super G ever concerned

Page 118 Page 120 1 about the risk related to this aggressive amortization? 1 or Steve Bellah? 2 A. Super G was in the business of 30-percent-plus 2 A. Likely, Steve and team were working with 3 returns. So there was Groucho Marx syndrome. Anyone 3 third-party counsel. And then when it was signature 4 that accepted Super G's money, we were concerned about 4 ready, it would be brought to me. 5 5 Q. Who was that third-party counsel? Q. And is that because ACET Global might be 6 A. I believe I saw Jeffer Mangles -- which is two 6 7 7 risky? words -- on the initial correspondence. 8 8 A. It's very expensive money. They were all THE REPORTER: Can you give me that name 9 risky. 9 one more time? 10 Q. What was the risk that Super G was concerned 10 THE WITNESS: Jeffer, J-E-F-F-E-R. And 11 about? 11 then Mangles, I believe, is M-A-N-G-L-E-S. 12 A. I'm making a broad statement. Are you asking 12 A. Which was a Los-Angeles-based firm that was me what I see as the risks in this investment with doing transaction work for Super G Capital at the time. 13 13 14 hindsight? In this loan with hindsight? 14 Q. (BY MR. FREEMAN) Okay. Did they draft this 15 Q. Or with foresight back then. 15 document? 16 A. Thin equity support. There wasn't enough 16 A. I don't know. dollars of other peoples' money at risk underneath Super 17 17 Q. This doesn't look like a Collateral Assignment 18 G. And I'm sure your client would disagree. But from 18 of Rights that you've ever received from them before, 19 the equity sponsor standpoint, you would rather see that 19 does it? 20 ratio closer to one-to-one in a small company which has 20 A. No. 21 lots of risk. 21 MR. PERRIN: Objection, form. 22 Q. Why is that? Does that align incentives? 22 A. The loan agreement looks standard, but this 23 A. Yeah. Yes. 23 does not look standard. Q. Let me ask you about -- let me put up what's Q. (BY MR. FREEMAN) Are you aware of any other 2.4 2.4 25 marked as Exhibit 9 to this deposition. 25 Super G deals with a document that looks like this? Page 119 Page 121 1 1 (Exhibit 9 marked.) MR. PERRIN: Objection, form. 2 Q. (BY MR. FREEMAN) Mr. Cole, do you recognize 2 A. I can't answer that. There's -- every 3 3 this document, or have you seen it before? document -- every deal has what we call "ancillary 4 4 A. Yes. documents" and -- I don't know. 5 5 Q. And what is this? Q. (BY MR. FREEMAN) Okay. Do you know if -- do 6 A. This appears to be -- in conjunction with 6 you know if Hallett & Perrin -- the law firm of Hallett 7 7 Super G Capital's loan, this document confirms that all & Perrin drafted this document? 8 of the assets of ACET Global are -- that Super G Capital 8 A. I don't know. 9 is going to be the first lien lender, and that the 9 Q. Who would know? 10 seller, who took a note, that that note was subordinated 10 MR. BLAKLEY: Objection, form. 11 to Super G Capital's first lien. 11 A. Does it have a -- if you scroll, does it have 12 Q. Okay. Who asked you to sign this document? 12 a notification provision? Okay. So I see Jeffer MR. PERRIN: Objection, form. Mangles, and I see Hallett & Perrin, but I'm not sure of 13 13 14 A. This was part of the transaction documents 14 the source. 15 with the loan agreement. 15 THE WITNESS: Can I have a 60-second Q. (BY MR. FREEMAN) And who asked you to sign 16 16 break? I anticipated being home, so I just need to make 17 it? 17 a quick childcare arrangement. 18 A. It would have been presented to me by the deal 18 MR. FREEMAN: Absolutely. 19 team, which was, at a minimum, Steve Bellah and whoever 19 (Break taken from 6:08 p.m. to 6:12 p.m.) Q. (BY MR. FREEMAN) Mr. Cole, we just went off 2.0 else was assisting Steve in the transaction, including 20 21 21 the record. We were discussing what's marked as Q. Is that the first time you would have seen 22 22 Exhibit 9 to this deposition the Collateral Assignment 23 that document? 23 of Rights. Who do you believe drafted this document? 2.4 24 A. I don't know. 25 Q. Would it have been sent to you by that group 25 Q. What is your -- based upon your review of the

Page 122 Page 124 don't know. I -- I -- I don't know. 1 file, this document and your familiarity with Jeffer 1 2 Mangles Butler & Mitchell, who do you believe drafted 2 Q. Okay. That's fair. 3 this document? 3 Would you expect that you have any emails 4 MR. BLAKLEY: Objection, form. 4 regarding this document? 5 5 A. I'm truly not sure. Just by my trips to the A. My expectation would be that my team, with 6 scanner this morning, I signed 25 documents. I'm not 6 proper representation, thoroughly negotiated for 7 7 necessarily proud of it. But that was this morning. So standard senior lender rights, and that that was brought 8 I don't know. 8 to me as part of a package. So, for example, you know, 9 Q. (BY MR. FREEMAN) The reality you live in? 9 I personally don't verify if Baymark made the equity 10 A. That's the deal business. 10 contribution, and I don't personally verify, you know, a 11 Q. What about this document would make you 11 number of the things. And so while Jeffers is no longer my law firm, they're a competent lenders counsel, and I 12 uncertain as to whether Jeffer Mangles drafted it? 12 13 MR. BLAKLEY: Objection, form. 13 would expect that they had been through all this 14 A. Can you go back to the top? 14 properly. 15 15 Q. (BY MR. FREEMAN) Sure. Q. Would you have any text messages regarding 16 A. What is different about it for me is that it's 16 this document? 17 both a -- that, typically, our business loan would cover 17 A. Definitely not. I'm not a texter. 18 18 Q. Okay. Who represented Super G in negotiating all of the collateral. There would be a business loan 19 and a pledge agreement. And so most subordination 19 this document? 20 documents are a stand-alone document. So that's why I 20 A. On the business points, Steve Bellah, and say this is a different document for me. legally, Jeffer Mangles. 21 21 22 Q. Is the font consistent with documents you 22 Q. Okay. So I want to go back to Windspeed, 23 23 generally. Are you familiar with Baymark Partners would generally receive from Jeffer Mangles? 24 A. I'm the wrong guy on that. 24 Management, LLC? A. I'm familiar with the private equity team 2.5 Q. Is it a garamond, or is it a serif, do you 25 Page 123 Page 125 1 1 know? known as Baymark, but not their entities. 2 Anything else about this document lead you 2 Q. Okay. Would you know who owns Baymark 3 to question whether it would have been drafted by Jeffer 3 Partners Management, LLC? 4 4 A. I don't. 5 5 Q. Does -- do you know if Windspeed has any A. I don't know, but I was --6 MR. PERRIN: Objection, form. 6 relationship with Baymark Partners Management, LLC? 7 7 MR. PERRIN: Objection, form. A. I will assume that it was reviewed by them, at 8 8 a minimum, if it was brought to me signature ready. A. I know that one of the Baymark entity or 9 Q. (BY MR. FREEMAN) Okay. What discussions did 9 entities received an equity stake in Windspeed. 10 you have about this document? 10 Q. (BY MR. FREEMAN) Okay. I am -- just so you 11 A. Oh, I didn't call. 11 can see it, I'm putting what's marked as Exhibit 5 of 12 12 this deposition -- it's the Amended and Restated Company Q. Okay. What about the subordination of the 13 13 Agreement of Windspeed Trading, LLC, dated October 18th, 2018. And I'm going to scroll through this relatively 14 A. I don't recall the mechanics of this document. 14 15 The notion of subordinating a seller note is a fairly 15 quickly. I know you've seen it before. Mostly for your 16 common practice for me. 16 benefit, because I know these names are difficult to 17 17 keep straight. And so I pulled to Exhibit A --Q. Do you know if you discussed this with 18 Mr. Szeto at any point? 18 A. I see. 19 A. No, I don't think so. 19 O. -- of the document. 2.0 Q. Do you know if you discussed this with 20 So does Windspeed have any relationship 21 Mr. Bellah at any point? 21 with Baymark Partners Management, LLC? 22 A. I would expect that I had. 22 MR. PERRIN: Objection, form. 23 Q. Do you have any emails regarding this 23 MS. HARD-WILSON: Objection, form. 24 24 A. Well, the document says that Baymark Partners 25 25 Management, LLC has a warrant for 40 percent ownership A. I'm not sure how to answer that question. I

	Page 126		Page 128
1	interest if exercised in Windspeed Trading.	1	exhibits. So if you want to put a document in front of
2	Q. (BY MR. FREEMAN) Okay. So would you say	2	him, I don't mind you doing that. You can email it
3	there's any relationship of any nature between Baymark	3	around, and we can look at it.
4	Partners Management and Windspeed?	4	MR. FREEMAN: Yeah. It's one of the
5	MR. BLAKLEY: Objection, form.	5	one of the topics, though, here, so we may have to come
6	MR. PERRIN: Objection, form.	6	back.
7	A. I would say they're an option holder.	7	MR. BLAKLEY: Which topic is it? Was
8	Q. (BY MR. FREEMAN) An option holder?	8	this a subpoena duces tecum? Was he supposed to show up
9	A. Warrant holder.	9	with any documents?
10	Q. Excuse me?	10	MR. FREEMAN: It's corporate rep.
11	A. Warrant holder.	11	MR. BLAKLEY: Right. Was this a duces
12	Q. Okay. Warrant holder. Under the warrants	12	tecum?
13	here, what does it cost them to exercise those warrants?	13	MR. FREEMAN: It's a corporate rep topic
14	MR. BLAKLEY: Objection, form.	14	that someone must know all of the relevant information
15	A. I can flip through the agreement to see if	15	about.
16	there's a strike price, but I my I'd have to look	16	MR. BLAKLEY: Okay. So which of the five
17	through the agreement. I don't know what the strike	17	that you went through topics are you saying this falls
18	price is.	18	under?
19	Q. (BY MR. FREEMAN) Please. By all means, do.	19	MR. FREEMAN: Warrants. Probably all
20	THE WITNESS: In the binders provided for	20	five.
21	me, that's 5?	21	MR. BLAKLEY: Okay. Well, generally,
22	MR. BLAKLEY: I believe so.	22	when I take a deposition and I want to talk about a
23	A. I don't know if there's a separate warrant	23	document, I include that in my exhibits. He wasn't
24	agreement, but I'm not familiar with one. Okay.	24	going to show up with an entire file of documents today
25	There's a Warrant Purchase Agreement that would likely	25	because, again, this was not a subpoena duces tecum. So
	Page 127		
	rage 127		Page 129
1	state the strike price.	1	Page 129 if you want to, you know, get that document out, email
1 2		1 2	
	state the strike price.		if you want to, you know, get that document out, email
2	state the strike price. Q. (BY MR. FREEMAN) What does it state as	2	if you want to, you know, get that document out, email it to us, and we can look at it. And as far as your
2	state the strike price. Q. (BY MR. FREEMAN) What does it state as Baymark's strike price in Windspeed?	2 3	if you want to, you know, get that document out, email it to us, and we can look at it. And as far as your question, whatever the strike price is, the document
2 3 4	state the strike price. Q. (BY MR. FREEMAN) What does it state as Baymark's strike price in Windspeed? A. That's a separate document, and I don't see	2 3 4	if you want to, you know, get that document out, email it to us, and we can look at it. And as far as your question, whatever the strike price is, the document probably speaks for itself.
2 3 4 5	state the strike price. Q. (BY MR. FREEMAN) What does it state as Baymark's strike price in Windspeed? A. That's a separate document, and I don't see I don't believe that we have that document attached	2 3 4 5	if you want to, you know, get that document out, email it to us, and we can look at it. And as far as your question, whatever the strike price is, the document probably speaks for itself. MR. FREEMAN: I'm sure it does, J.D. It
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	Page 130		Page 132
1	MR. PERRIN: Objection, form.	1	different than yeah.
2	A. If that were the strike price.	2	Q. (BY MR. FREEMAN) Might require some
3	Q. (BY MR. FREEMAN) So what meaningful	3	explanation?
4	difference is there substantively between a holder of	4	MR. PERRIN: Objection, form.
5	warrants with a zero strike price and a holder of	5	A. Different than fiduciary affiliate, more
6	membership interest in the LLC?	6	narrow.
7	MR. PERRIN: Objection, form.	7	Q. (BY MR. FREEMAN) Uh-huh. Would you would
8	A. Practically, a K-1, is something I try to	8	it be accurate to state that Super G is wholly
9	avoid accumulating. And potentially, I would imagine	9	independent from Windspeed?
10	different levels of different thresholds of	10	MR. PERRIN: Objection, form.
11	governance liability, ownership liability.	11	Q. (BY MR. FREEMAN) Knowing that it is a warrant
12	Q. (BY MR. FREEMAN) Okay. What about in terms	12	holder in 40 percent of the Company and a nominal
13	of economic upside?	13	exercise or strike price, would it be correct to say
14	A. Should be the same.	14	that Super G is wholly independent from Windspeed?
15	Q. So based upon that, would you describe Baymark	15	MR. PERRIN: Objection, form.
16	as related in any way to Windspeed?	16	A. Is "independent" a I live in the world of
17	MR. BLAKLEY: Objection, form.	17	defined terms in legal agreements. Is "independent" a
18	MR. PERRIN: Objection, form.	18	legal standard?
19	A. I don't know how to answer that. They're a	19	Q. (BY MR. FREEMAN) If it's not defined, to make
20	warrant holder.	20	that statement, would you need to define it?
21	Q. (BY MR. FREEMAN) And are they independent	21	A. Yes.
22	entities?	22	MR. PERRIN: Objection, form.
23	MR. BLAKLEY: Objection, form.	23	Q. (BY MR. FREEMAN) So without a definition
24	A. Yes. In my opinion, yes.	24	behind it, do you believe it would be misleading for you
25	Q. (BY MR. FREEMAN) Okay. Are they complete	25	to say that Super G is wholly independent from
	Page 131		Page 133
1	third parties?	1	Windspeed?
2	MR. BLAKLEY: Objection, form.		-
2		2	MR. PERRIN: Objection, form.
3	A. I can't answer that for Baymark. I own	3	MR. PERRIN: Objection, form. A. I would say that Super G is independent of
4	A. I can't answer that for Baymark. I own warrants in companies, and I am a complete third party.		· ·
		3	A. I would say that Super G is independent of
4	warrants in companies, and I am a complete third party.	3 4	A. I would say that Super G is independent of Windspeed. I'm not sure, without a definition, I would
4 5	warrants in companies, and I am a complete third party. I'm rooting for their success, but I have they're not	3 4 5	A. I would say that Super G is independent of Windspeed. I'm not sure, without a definition, I would say that Windspeed is independent of Super G.
4 5 6	warrants in companies, and I am a complete third party. I'm rooting for their success, but I have they're not under my control. Q. (BY MR. FREEMAN) Let me ask it this way. If someone asked you whether you had any relationship at	3 4 5 6	A. I would say that Super G is independent of Windspeed. I'm not sure, without a definition, I would say that Windspeed is independent of Super G. Q. (BY MR. FREEMAN) Do you believe it would be misleading for a lawyer in this case to represent with no further definition that Super G is wholly independent
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	Page 134		Page 136
1	Q. And those warrants allow it to obtain	1	MR. PERRIN: Objection, form.
2	40 percent of the ownership of Windspeed Trading, LLC?	2	A. Beyond the satisfaction of the liability.
3	MR. PERRIN: Objection, form.	3	Q. (BY MR. FREEMAN) Right. So relationship
4	Q. (BY MR. FREEMAN) Is that correct?	4	the implicit relationship there is one of partners,
5	A. Certainly 40 percent of the economics. And I	5	economically?
6	would have to do a reread of the agreement, but I'd	6	MR. PERRIN: Objection, form.
7	it is fair to I would if there are no other	7	A. Beyond the satisfaction of liability.
8	nuances of the securities, then it would convert into	8	THE REPORTER: I didn't hear your answer,
9	40 percent of the ownership as well.	9	Mr. Cole.
10	Q. Okay. And that 40 percent could be converted	10	THE WITNESS: I said beyond after the
11	into ownership at a nominal price, strike price?	11	satisfaction of the liabilities.
12	MR. PERRIN: Objection, form.	12	Q. (BY MR. FREEMAN) So as to say after the
13	A. Let's agree the price that's stated in the	13	satisfaction of the liabilities, as of October 18th,
14	Warrant Agreement.	14	2018, in that sense, Super G Capital and Baymark
15	Q. (BY MR. FREEMAN) Okay. Does Super G have any	15	Partners were related as partners?
16	relationship with Baymark Partners Management, LLC?	16	A. Okay.
17	A. No.	17	MR. PERRIN: Objection, form.
18	Q. When Baymark Partners start its relationship	18	Q. (BY MR. FREEMAN) Is that a yes?
19	with Windspeed?	19	A. Yes.
20	MR. PERRIN: Objection, form.	20	Q. Thank you. Is Tony Ludlow a member of
21 22	A. I don't know.	21	Windspeed's board?
23	Q. (BY MR. FREEMAN) Did Baymark Partners have a	22	A. I don't know.
24	relationship with Windspeed at least as of October 18th,	23	Q. I'll scroll up to what's on Paragraph 3.5 of
25	2018? MR. PERRIN: Objection, form.	24 25	Exhibit 5 that's before you. After reviewing this, do you know whether Anthony Ludlow is a member of
23	WIK. I EKKIN. Objection, form.	25	you know whether Anthony Ladiow is a member of
	Page 135		Page 137
1	A. Yes, it appears so.	1	Windspeed's board?
2	Q. (BY MR. FREEMAN) Would it be fair to say that	2	A. Yeah, he was appointed to be on the board.
3	Baymark Partners had some form of a relationship with	3	Q. He was appointed to be on Windspeed's board?
4	Super G Capital as of at least October 18th, 2018?	4	A. Yes. I'm not sure if there's a present board,
5	MR. PERRIN: Objection, form.	5	but he was appointed to the board, yes.
6	MR. BLAKLEY: Objection, form.	6	Q. So as of October 18th, 2018, do you know
7	A. Not in my world, no. And if you and I each	7	whether he whether Anthony Ludlow was a member of
		1	
8	owned a share of Google, I would not describe that as a	8	Windspeed's board?
9	relationship. And I'm not saying Windspeed is Google,	9	Windspeed's board? A. It appears from this that he was.
9 10	relationship. And I'm not saying Windspeed is Google, but I don't see being co-warrant holders as being a	9 10	Windspeed's board? A. It appears from this that he was. Q. As of October 18th, 2018, did Super G have a
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1 meeting. 2 Q. (BY MR. FREEMAN) Do you know if any of the formatifies of this document were ever complied with? 3 the other parties to the agreement drafted it. But I 4 MR. BLAKLEY: Objection, form. 5 MR. BLAKLEY: Objection, form. 6 A. Irm not aware of any. 6 A. Irm not aware of any. 7 Q. (BY MR. FREEMAN) Do you believe that they 8 were? 9 MS. HARD-WILSON: Objection, form. 10 A. I don't know. I don't know the aware of any. 10 Q. (BY MR. FREEMAN) Do you know if any of the parties intended to abide by this document when it was entired into? 11 A. I don't know. I don't know. I don't know that super G would have done what its of the several weeks and the several weeks an	I	Page 138		Page 140
don't know if they darfied this agreement or if one of the other parties to the agreement or affore of the other parties to the agreement or affore of the other parties to the agreement or affore of the other parties to the agreement or affore of the other parties to the agreement or affore of the other parties to the agreement of affore of the other parties to the agreement of afford in the other parties in the agreement of any. 7 Q. (BY MR. FREEMAN) Do you believe that they were? 8 Were? 9 MS. HARD-WILSON: Objection, form. 10 A I don't know the answer. 11 Q. (BY MR. FREEMAN) Do you know if any of the 12 parties intended to abide by this document when it was 13 entered into? 14 MR. BLAKLEY: Objection, form. 15 MS. HARD-WILSON: Objection, form. 16 A. It know that Super G would have done what its of the fact that superment, if I was asked to sign it. 19 Q. (BY MR. FREEMAN) Okay. Why did Super G do 19 business with Baymark Partners? 11 MR. PERRIN: Objection form. 12 A. Baymark brough a lending opportunity via 23 Steve Bellah to Super G that Super G assessed was worthy of a \$750,000 to a million dolfar amortizing loan. 25 Steve Bellah; through personal experience or the Dallas Page 139 1 business community, had the positive impression of the 2 Baymark principals. 3 Q. (BY MR. FREEMAN) Who drafted this Eslabis 5, this Amended and Restated Company Agreement of Windspeed 5 Trading, LLC? 4 A. I don't know. I don't recognize it. 5 Q. (BY MR. FREEMAN) Who drafted this Eslabis 5, this Amended and Restated Company Agreement of Windspeed 5 Trading, LLC? 5 A. Don't know that its was a don't know. Page 139 1 business community, had the positive impression of the 2 Baymark principals. 3 Q. (BY MR. FREEMAN) Who drafted this Eslabis 5, this Amended and Restated Company Agreement of Windspeed 5 Trading, LLC? 5 A. I don't know. 1 MR. PERRIN: Objection, form. 1 MR. PERRIN: Objection, form. 2 MR. PERRIN: Objection, form. 3 MR. PERRIN: Objection, form. 4 MR. PERRIN: Objection, form. 5 MR. PERRIN: Objection, form. 6 MR. PERRI	1	meeting.	1	Article IX. And I don't know the details of that. I
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24 A. He would not have had access to Jeffer 24 looks of it, I didn't spend a lot of time with the	13 14 15 16 17 18 19 20 21 22 23	A. — because by this point in the transaction, I had asked Bellah to deal with things on a cost effective basis, which meant he did not have access to Super G's counsel. Q. (BY MR. FREEMAN) Okay. So at this point, as of October 18th, 2018, or several months before then, Steve Bellah would not have had budget to utilize Super G's counsel — legal counsel? MR. BLAKLEY: Objection, form.	16 17 18 19 20 21 22 23	 Q. Okay. And who did Mr. Szeto execute it on behalf of? A. Windspeed Trading. Q. And who did Anthony Ludlow execute on behalf of? A. Baymark Partners Management, LLC. Q. Did Super G propose any changes? A. I don't I wouldn't recall. And from the
25 Mangles. I know that he used a Texas-based firm for the 25 agreement.	13 14 15 16 17 18 19 20 21 22 23 24	A. — because by this point in the transaction, I had asked Bellah to deal with things on a cost effective basis, which meant he did not have access to Super G's counsel. Q. (BY MR. FREEMAN) Okay. So at this point, as of October 18th, 2018, or several months before then, Steve Bellah would not have had budget to utilize Super G's counsel legal counsel? MR. BLAKLEY: Objection, form. A. He would not have had access to Jeffer	16 17 18 19 20 21 22 23 24	 Q. Okay. And who did Mr. Szeto execute it on behalf of? A. Windspeed Trading. Q. And who did Anthony Ludlow execute on behalf of? A. Baymark Partners Management, LLC. Q. Did Super G propose any changes? A. I don't I wouldn't recall. And from the looks of it, I didn't spend a lot of time with the

Page 142 Page 144 1 Q. Okay. Why is that? 1 A. I'm not aware of having ever spoken to them, 2 A. Why did I not spend a lot of time with it? 2 but it's possible. I could be proven wrong on that. 3 3 Q. Do you know if Mr. Bellah had any 4 A. Because success has many fathers, and failure 4 conversations with Hook or Ludlow about it? 5 is an orphan, as my old partner used to say. 5 A. I would assume that he did. Or with Baymark, Q. Was that because this was not Super G's 6 6 the Company. 7 7 Q. Do you know how or in what form he had those brainchild? 8 8 A. It was a nonperforming loan. I was now communications? 9 9 spending legal dollars chasing a nonperforming loan, and MR. PERRIN: Objection, form. 10 I was disappointed in how we got Super G Capital deeper 10 A. I don't. And they may have included a 11 into a bad situation. So this was an orphan. 11 meeting. 12 Q. Who negotiated this agreement? 12 Q. (BY MR. FREEMAN) Okay. How much money did A. On the front line, Steve Bellah. But I was 13 13 Super G contribute to Windspeed Trading? 14 aware of the economic split, and I authorized it. 14 A. \$200,000 of cash, plus the assumption of the 15 Q. How did you communicate with Mr. Bellah about 15 note, the ACET deficiency. 16 this? 16 Q. I'm sorry. Could you explain that last half 17 A. A combination of our weekly calls. And I saw 17 18 emails that were both in my quick archival, as well as 18 A. Well, Super G Capital sold all of the assets from the Article IX of ACET to Windspeed for the 19 prepared and produced by my counsel between Steve and 19 20 20 assumption of a, approximately, \$500,000 note. 21 Q. So there were email exchanges regarding it? 21 Q. Okay. And how did Super G contribute that? 22 22 A. There was a bill of sale where Super G Capital 23 Q. Sorry. Someone's voice just sounded like a 23 sold the hard assets as well as intellectual property of ACET to Windspeed for the assumption of a note. 2.4 robot. Marc, can you still hear me? 24 25 A. Yes, I hear you fine. 25 Q. Did -- are you saying that Super G contributed Page 143 Page 145 1 Q. Okay. Sorry. So did you say there were 1 that note back to Windspeed? 2 2 several emails regarding this document? A. No. I'm saying Super G Capital sold property 3 A. There were emails, and Steve and I would have 3 to Windspeed. And instead of receiving cash, which 4 likely spoken both in our weekly calls, as well as 4 would have been a home run, it received a liability, a 5 5 note in Windspeed. one-on-one. 6 6 Q. Okay. Any other manner in which y'all would Q. Got it. An asset from Super G's perspective, 7 7 correct? 8 A. No, I try to limit everything to email and 8 A. Yes. 9 9 Q. More or less, I guess? 10 Q. Anyone else you would have discussed this 10 A. More or less. 11 document with? 11 Q. Okay. This document that's up in front of 12 A. In the ordinary course, I would have discussed 12 you, Exhibit 5, the Amended and Restated Company 13 with counsel. But I distinctly remember that that did 13 Agreement of Windspeed Trading, LLC, states that it's 14 not happen, and that we were not using Super G 14 amended and restated. Have you seen the prior version 15 counsel -- Super G counsel. So I was not involved on 15 of this company agreement? 16 the legal side of the negotiation. 16 A. I have not, but it may have been the original 17 Q. Was anyone --17 formation document. 18 A. Steve was handling both discussions with 18 Q. By that, you mean this document is, or do you mean that something along the lines of a Certificate of 19 Baymark, Szeto, as well as counsel. 19 20 Q. Was anyone on Super G's side concerned whether 20 Formation may have been the original? 21 counsel would have blessed this? 2.1 A. The latter. Szeto may have formed Windspeed, 22 MR. PERRIN: Objection, form. 22 and then it was amended with the admission of the 23 A. No. I didn't give it much thought. 23 warrant holders. 24 Q. (BY MR. FREEMAN) Did you have any discussions 24 Q. Okay. I want to look at a couple of sections 25 about this with Hook or Ludlow? in here. Just draw your attention to what's Page --25

Page 146 Page 148 1 1 marked as Page 7 of Exhibit 5, specifically, THE WITNESS: Likewise. 2 Section 3.1, which states, "The business and affairs of 2 MR. FREEMAN: All right. Y'all want to 3 the Company shall be managed by the board of managers. 3 take ten minutes, and then I think we'll be on the home 4 The board of managers shall be solely responsible for 4 stretch? 5 the operation and management of the business of the 5 (Break taken from 6:56 p.m. to 7:04 p.m.) 6 Q. (BY MR. FREEMAN) Okay. We're back on the 6 Company, and except as otherwise expressly provided in 7 7 this agreement, the board of managers shall possess all record. Mr. Cole, with respect to Mr. Bellah, does he 8 8 rights, powers and authority generally conferred by still work at Super G? 9 9 applicable law or deemed by the board of managers as A. No. 10 necessary, advisable or consistent in connection 10 Q. Does he work at SG --11 therewith." 11 A. No. 12 Does this appear to give complete 12 Q. -- Credit Partners? No? Do you know where he 13 13 operational authority to the board of managers? works? 14 MR. BLAKLEY: Objection, form. 14 A. Yes. Bear with me. He has a firm called 15 15 Remuda, R-E-M-U-D-A, Credit Advisors. And I -- in the A. Yes, in my opinion. 16 Q. (BY MR. FREEMAN) I want to look at 16 Dallas/Fort Worth area. And it is unclear to me if he 17 Section 3.2 next. It says, captioned, "No control by 17 is one of one or part of a team, but that is the name of 18 members." It states, "No member (except a member who 18 his current employer. 19 may also be a manager or officer, and then only in such 19 Q. Okay. Do you have any contact information for 20 20 capacity within the scope of his/her or its authority him? A. We are LinkedIn. Work number (214) 432-0575. 21 hereunder) will participate in or have any control over 21 22 the Company business or will have any authority or right 22 Q. Okay. Want to go back to the document that's 23 to act for or bind the Company." 23 been on the screen that is Exhibit 5, which is the Does this appear to remove any authority Amended and Restated Company Agreement of Windspeed 2.4 24 25 on behalf of a member, at least in their capacity as a 25 Trading, LLC. Page 147 Page 149 1 1 member? A. Yes. 2 MR. BLAKLEY: Objection, form. 2 Q. I'll go down to Section 9 -- 9.1, and I want 3 3 MR. PERRIN: Objection, form. to look at this section real quick. It's entitled 4 4 A. Taken together, 3.1 and 3.2 tells me the board "Restrictions on Transfer of Interest." And it states, 5 5 controls the Company. "Except as otherwise provided in this Article IX, no 6 Q. (BY MR. FREEMAN) Okay. And I want to look at 6 member shall have the right to sell, transfer, pledge, 7 7 the board that was formed on October 18th, 2018. Did encumber, hypothecate or otherwise assign all or any 8 8 that board consist of three persons? portion of its interest without the consent of the board 9 9 A. Yes. of managers, which consent may be withheld in its sole 10 Q. And was one of those persons named Anthony 10 and absolute discretion." 11 Ludlow --11 Does this provision appear to provide that 12 12 A. Yes. Mr. Szeto could not sell, transfer, pledge, encumber, Q. - and was he titled as the Baymark manager? 13 13 hypothecate or otherwise assign his interest in 14 Windspeed Trading without the consent of both the Super 14 A. That's correct. 15 15 Q. And was one of those persons Steven Bellah? G manager and the Baymark manager? 16 16 A. Yes. A. That would be my interpretation, yes. 17 Q. And was he titled the Super G manager? MR. PERRIN: Objection, form. 17 18 A. That's correct. 18 Q. (BY MR. FREEMAN) Did Mr. Szeto ever state why 19 Q. And was one of those persons named William 19 he, as a 100 percent owner of Windspeed, would place Szeto? 20 20 these kinds of restrictions on his membership interest? 21 21 MS. HARD-WILSON: Objection, form. 22 Q. And was he titled the Szeto manager? 22 23 23 A. Yes. Q. (BY MR. FREEMAN) Was that ever discussed by 2.4 MR. FREEMAN: I hate to suggest this, but 24 anyone at Super G? 25 I think I'm going to need a restroom break. 25 A. Not with me.

Page 150 Page 152 1 Q. We'll go down to -- back down to Exhibit A, 1 bringing a solution to the table for what other 2 which is the warrant holder exhibit. And you're 2 investors could have walked away from and said, "I'm 3 familiar with this exhibit, correct? 3 sorry Super G Capital; it didn't work." So they 4 A. Yes. 4 continued to be supportive of trying to get Super G 5 Q. When did Super G first discuss the possibility 5 Capital a recovery. And they were agreeable to sitting 6 of obtaining warrants in this entity? 6 behind the debt and brought a high pedigreed CEO. So 7 7 A. Within the discussion of the restructuring and between that and Steve Bellah's opinion of Baymark, we 8 8 recapitalization wind down and -- I was -wanted to have a partner. 9 THE REPORTER: Mr. Cole --9 Q. They didn't attempt to make good on this debt 10 THE WITNESS: Yes? 10 out of the goodness of their hearts, did they? 11 THE REPORTER: You muted for a second. 11 A. No, sir. 12 The last thing I got was "restructuring and 12 MR. PERRIN: Objection, form. 13 recapitalization and wind down." 13 Q. (BY MR. FREEMAN) They did so in a manner that THE WITNESS: Yes. I hit the mute button. 14 14 provided them significant financial upside? 15 A. Better than my memory is. There was an 15 MR. PERRIN: Objection, form. 16 exhibit provided with me here in December '17. 16 A. I believe they valued their upside. And I do 17 That's just -- nope. That's ACET cash. So beginning in 17 believe they valued doing right by Super G. 18 the fall of '18, it appeared that Steve and Baymark were 18 Q. (BY MR. FREEMAN) Have they ultimately done 19 19 in discussions around what the restructuring would look right by Super G? 20 20 like. And I think this is where the three parties MR. BLAKLEY: Objection, form. 21 landed. 21 A. (No response.) 22 Q. Okay. Were those discussions going on in 22 Q. (BY MR. FREEMAN) Is that a difficult 23 August of 2018? 23 question? 2.4 A. I don't know how to answer that. I know that 24 MR. PERRIN: Objection, form. 25 they were in early September of '18. 25 A. They rolled up their sleeves to assist. It Page 151 Page 153 1 Q. Okay. And you said they came about as part of 1 ultimately wasn't successful. 2 the discussion about restructuring? 2 Q. (BY MR. FREEMAN) Did they put any additional 3 3 A. Yes. The Company was in multiple defaults to money in? 4 4 MR. PERRIN: Objection, form. Super G Capital throughout 2018. 5 5 Q. And were those discussions about restructuring A. If they did, it was small personal dollars, going on in the summer of 2018? 6 6 but it wasn't significant. 7 7 Q. (BY MR. FREEMAN) Wasn't that the single most A. Presumably. 8 8 MR. PERRIN: Objection, form. important thing that Super G wanted? 9 9 Q. (BY MR. FREEMAN) Were those going on in July A. It was. 10 of 2018? 10 MR. BLAKLEY: Objection, form. 11 MS. HARD-WILSON: Objection, form. 11 Q. (BY MR. FREEMAN) Why didn't they put any 12 12 additional money in? A. I can speak to September. Q. (BY MR. FREEMAN) What discussions did Super 13 MR. PERRIN: Objection, form. 13 14 14 G -- anyone at Super G have about the warrants? A. Either they didn't have it, or they 15 15 A. It's my recollection that -- I'll say "we," out-negotiated me. 16 16 Super G, for putting up all of the new capital, wanted Q. (BY MR. FREEMAN) You mentioned that Mr. Szeto 17 17 material upside in Windspeed, but had to balance that was highly pedigreed. What do you base that description 18 with recruiting a CEO and wanting Baymark to be active 18 19 19 in assisting the CEO in the management of the business. A. It was presented to me that Mr. Szeto had a 2.0 And so we landed at 20/40/40, but it could have been 100 20 successful executive career. And I don't recall the 21 Super G. This was the result of a negotiation. 21 specifics, but that he was happily retired with at least 22 Q. Why did Super G want Baymark incentivized to 2.2 one corporate win under his belt. 23 23 assist the CEO? Q. How did his prior stints go? 2.4 A. My recollection is that we didn't know the 24 MS. HARD-WILSON: Objection, form. 25 CEO, but Baymark, in our view, acted responsibility in 25 A. Baymark had the relationship; I did not.

	Page 154		Page 156
1	But you're referring to pre-ACET?	1	a Texas counsel had represented Super G counsel, and I
2	Q. (BY MR. FREEMAN) Well, I'm referring to ACET	2	do not think it was Hallett & Perrin.
3	as the immediately immediate predecessor to his	3	Q. (BY MR. FREEMAN) Has Hallett & Perrin ever
4	position at Windspeed.	4	represented Super G?
5	A. Well, the results speak for themselves, which	5	A. No.
6	is not well. But, in my opinion, it was a hopelessly	6	THE WITNESS: Can I ask my attorney a
7	undercapitalized company.	7	question?
8	Q. Doomed from the beginning?	8	MR. FREEMAN: Yes, sir. Do you need
9	MR. PERRIN: Objection, form.	9	to
10	A. Had he had significant working capital to	10	THE WITNESS: Do you have documents that
11	bring in more inventory, perhaps it would have been a	11	suggest someone other than Hallett & Perrin represented
12	different outcome, but I don't know.	12	Super G in the foreclosure?
13	Q. (BY MR. FREEMAN) If Baymark had put	13	MR. BLAKLEY: Not anything I
14	additional funds in to capitalize?	14	haven't I don't know the name. I haven't seen a
15	MR. PERRIN: Objection, form.	15	name.
16	A. Or if he was able to recruit investors to his	16	THE WITNESS: Okay. Okay.
17	company.	17	A. I don't know.
18	Q. (BY MR. FREEMAN) You indicated that it was	18	(Exhibit 17 marked.)
19	presented to you that he was a highly pedigreed CEO.	19	Q. (BY MR. FREEMAN) I'll pull up what's marked
20	Who presented it in that manner?	20	as Exhibit 17. Just to put everything in context, ACET
21	A. Bellah, Steve Bellah. And I do recall I was	21	Global had a liability that was owed to Super G Capital,
22	put on the phone with him with Mr. Szeto, at least	22	LLC, correct?
23	once.	23	A. Yes.
24	Q. What did Mr. Bellah base that characterization	24	Q. How much did it owe? Was that, at one point,
25	on?	25	a million dollars?
20	on.		a minor donard.
	D 155		
	Page 155		Page 157
1	A. A combination of a CV and, I believe,	1	Page 157 A. No.
1 2		1 2	
	A. A combination of a CV and, I believe,		A. No.
2	A. A combination of a CV and, I believe, description from Baymark, but I I'm not sure.	2	A. No. MR. PERRIN: Objection, form.
2	A. A combination of a CV and, I believe, description from Baymark, but I I'm not sure. Q. Okay. With respect to the warrants that are	2 3	A. No.MR. PERRIN: Objection, form.A. I believe it started at \$750,000. Quite
2 3 4	A. A combination of a CV and, I believe, description from Baymark, but I I'm not sure. Q. Okay. With respect to the warrants that are memorialized on Exhibit A of Exhibit 5 of this	2 3 4	 A. No. MR. PERRIN: Objection, form. A. I believe it started at \$750,000. Quite frankly, I've seen 516,884.86. And I've seen a record
2 3 4 5	A. A combination of a CV and, I believe, description from Baymark, but I I'm not sure. Q. Okay. With respect to the warrants that are memorialized on Exhibit A of Exhibit 5 of this deposition that's on the screen now, did you have	2 3 4 5	 A. No. MR. PERRIN: Objection, form. A. I believe it started at \$750,000. Quite frankly, I've seen 516,884.86. And I've seen a record of no, this is the number: 516,844.86. That is what
2 3 4 5 6	A. A combination of a CV and, I believe, description from Baymark, but I I'm not sure. Q. Okay. With respect to the warrants that are memorialized on Exhibit A of Exhibit 5 of this deposition that's on the screen now, did you have discussions about those with Mr. Szeto?	2 3 4 5 6	 A. No. MR. PERRIN: Objection, form. A. I believe it started at \$750,000. Quite frankly, I've seen 516,884.86. And I've seen a record of no, this is the number: 516,844.86. That is what ACET owed.
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2 3 4 5 6 7 8	A. A combination of a CV and, I believe, description from Baymark, but I I'm not sure. Q. Okay. With respect to the warrants that are memorialized on Exhibit A of Exhibit 5 of this deposition that's on the screen now, did you have discussions about those with Mr. Szeto? A. I don't recall if I did or Steve Bellah did on Super G Capital's behalf.	2 3 4 5 6 7 8	A. No. MR. PERRIN: Objection, form. A. I believe it started at \$750,000. Quite frankly, I've seen 516,884.86. And I've seen a record of — no, this is the number: 516,844.86. That is what ACET owed. Q. (BY MR. FREEMAN) At what point in time, roughly?
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2 3 4 5 6 7 8 9	A. A combination of a CV and, I believe, description from Baymark, but I I'm not sure. Q. Okay. With respect to the warrants that are memorialized on Exhibit A of Exhibit 5 of this deposition that's on the screen now, did you have discussions about those with Mr. Szeto? A. I don't recall if I did or Steve Bellah did on Super G Capital's behalf. Q. But one of you did? A. I can tell from the limited email exchanges	2 3 4 5 6 7 8 9	A. No. MR. PERRIN: Objection, form. A. I believe it started at \$750,000. Quite frankly, I've seen 516,884.86. And I've seen a record of — no, this is the number: 516,844.86. That is what ACET owed. Q. (BY MR. FREEMAN) At what point in time, roughly? A. March 1, 2019. So that likely included accrued interest, legal fees, perhaps a late fee. But
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. A combination of a CV and, I believe, description from Baymark, but I I'm not sure. Q. Okay. With respect to the warrants that are memorialized on Exhibit A of Exhibit 5 of this deposition that's on the screen now, did you have discussions about those with Mr. Szeto? A. I don't recall if I did or Steve Bellah did on Super G Capital's behalf. Q. But one of you did? A. I can tell from the limited email exchanges that I've seen that Steve was speaking with ACET I'm sorry Baymark. Steve Bellah was speaking with Baymark about the capitalization. So either Bellah on behalf of Super G or myself and Bellah or Baymark was presumably including Mr. Szeto because it was a three-part negotiation. Q. Okay. Did you or Mr. Bellah consult with Hallett & Perrin regarding the warrants? A. I did not. Q. Do you know if Mr. Bellah did? A. I don't know. Q. Did Hallett & Perrin represent Super G in this	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. No. MR. PERRIN: Objection, form. A. I believe it started at \$750,000. Quite frankly, I've seen 516,884.86. And I've seen a record of — no, this is the number: 516,844.86. That is what ACET owed. Q. (BY MR. FREEMAN) At what point in time, roughly? A. March 1, 2019. So that likely included accrued interest, legal fees, perhaps a late fee. But that — the fully loaded number, which Super G would have confirmed with its accountants prior to issuing this, was \$516,844.86. Q. Okay. And when this loan was initially taken on by ACET Global, did Baymark — did Baymark Partners contribute \$400,000 to ACET? A. My credit memo says that Baymark was to contribute \$400,000, of which a portion would sit in an escrow account to Super G Capital's behalf. For lack of documentation otherwise, I'm assuming that the Super G underwriters verified that happened because I don't see other — I don't see evidence that it didn't happen.

Page 158 Page 160 1 know the amounts. They were small. And I believe that 1 Q. And do you remember this document? 2 the principals were putting in personal capital to 2 3 forestall a foreclosure. 3 Q. Did you draft this document? 4 Q. Okay. So if Baymark put in \$400,000, and 4 A. My recollection of the document was Steve 5 subsequently, another \$116,000, my math skills are 5 Bellah's instructions to me on the importance that we 6 fairly limited, but I calculate \$516,000. Does that 6 follow the protocol of its delivery. And I recall, if I 7 7 math sound correct to you? have done nothing else right in this transaction, I 8 8 A. It does. followed the U.S. Postal Service certified mail protocol 9 MR. BLAKLEY: Objection, form. 9 in its delivery. That's all I can remember. 10 Q. (BY MR. FREEMAN) And you said that the note 10 Q. Mr. Bellah was adamant that you follow the 11 between Windspeed and Super G was \$516,884.86 [sic]? 11 foreclosure protocol? 12 A. That's correct. 12 MR. PERRIN: Objection, form. Q. As of March 1, 2019? 13 13 A. Correct. 14 A. Yes. And I see a \$490,000 internal 14 Q. (BY MR. FREEMAN) Had he ever advised you 15 deficiency. And so I'm assuming the delta is accounted 15 before in such a manner? 16 for through legal accrued interest, and perhaps a 16 A. No. It was the first of two deals -- Steve 17 17 Bellah did two loans, perhaps three, that I'm aware of 18 Q. Okay. So, at some point, ACET Global was 18 in total, and this was the one that did not perform. 19 making loan payments, correct? 19 Q. Okay. Were you involved in drafting this 20 A. Correct. 20 notice? 21 Q. And then it, at some point, stopped making 21 A. No, signing and sending. 22 those loan payments; is that correct? 22 Q. Okay. So it is -- and just going down here, 23 A. They were reduced, and then reduced again, and 23 this is your signature on it, correct? 24 A. Yes. then they stopped. 2.4 25 Q. Okay. Did Super G Capital talk to Mr. Szeto 25 Q. And you sent this notice? Page 159 Page 161 A. Registered mail. And I kept the receipts for 1 regarding ACET Global defaulting on its loan? 1 2 A. I recall a conversation that I was involved in 2 3 3 Q. Did you send it to all of the parties that as an introduction to Mr. Szeto, and that call or a 4 subsequent call to get his plan. I know that my 4 were CC'd? 5 5 colleague, Alex, has had further conversations with A. I can't answer that, but I sent multiple 6 Szeto, which I would characterize as a friendly 6 versions of it out. So I'm assuming that I did. 7 7 collection call. And those have happened on and off for Q. But as we sit here today, your records don't 8 the last, I don't know, 24 months. But that's -- that's 8 demonstrate whether Super G sent this to all of the CC'd 9 my awareness of conversations with Mr. Szeto. 9 10 Q. Has Super G taken any steps to foreclose on 10 A. I was made aware of the importance of getting 11 Mr. Szeto's company? 11 each of the names on here a certified copy, and I'm 12 confident in my ability to follow simple instructions. A. No, because there's even less here to 12 Q. Was this a -- was this a 13 foreclose on. And he periodically sends money. And 13 14 Alex has a repeat of the same conversation, which is he 14 normal-course-of-business-type document? 15 continues to think things will rebound. He sends money, 15 A. No. As I said, we had not done many 16 and I think any further action would only push him out 16 nonjudicial foreclosures. I think I thought of one 17 of the business. 17 other since you asked the question, but... 18 Q. At this point in time, would you describe him 18 Q. Was there an established process at Super G 19 as a highly pedigreed CEO? 19 for engaging in a foreclosure of this nature? MS. HARD-WILSON: Objection, form. 2.0 A. No. There was no established process. I 2.0 21 A. It hasn't worked out for Super G Capital. 21 follow the direction of counsel in these matters. 22 Q. (BY MR. FREEMAN) Exhibit 17 is on the screen. 22 Q. Was there an established business process for 23 Do you recognize this document? 23 maintaining the records related to this type of 2.4 A. Super G is informing all parties that it is 24 25 going to foreclose on the assets. 25 A. No different than any other transaction, which

	Page 162	Page 164
1	is we would retain an electronic copy in our Dropbox	1 be it appears to reflect an inventory count. Is that
2	file system.	2 what how you would describe it?
3	Q. Okay. But that file system does not	3 A. Yes.
4	reflect does not provide proof of mailing this	4 Q. Did Super G conduct this inventory count?
5	document to all of the CC'd parties?	5 A. Unless Bellah did. I don't think he counted a
6	MR. BLAKLEY: Objection, form.	6 bunch of zig-zags, but I we could ask him, but I'm
7	A. No. And, in fact, I retained the certified	7 assuming it was provided to us.
8	mail return slips for my mental statute of limitations	8 Q. Is is there any reason to believe, based
9	that I did my job correctly. And sure enough, I did not	9 upon your review of the record, that Steve Bellah took
10	retain them long enough.	10 this inventory?
11	Q. (BY MR. FREEMAN) Fair enough. Who was	11 A. No.
12	involved in drafting this notice?	12 Q. And we've established you're not a huge fan of
13	A. I believe that Super G had retained Texas	13 legal fees. I just don't understand why that is. But
14	counsel.	14 did Dorsey & Whitney, or any other legal counsel,
15	Q. Do you know who that Texas counsel was?	15 conduct this inventory?
16	A. If I can't give you a quick answer, I'm going	16 MR. PERRIN: Objection, form.
17	to say no. Bear with me, and hopefully you will not get	17 A. I don't know.
18	all the notifications again. Here we are, foreclosure	Q. (BY MR. FREEMAN) Based upon your review of
19	agreement. Yes. Larry I don't know how to pronounce	 your records, do you have any reason to believe that Dorsey & Whitney or any other law firm on behalf of
20 21	his last name M-A-K-E-L at Dorsey & Whitney in Dallas.	
22		21 Super G conducted this inventory? 22 MR. BLAKLEY: Objection, form.
23	Q. Okay. Had you ever used him before? Had Super G ever used him before?	23 A. Presumably not.
24	A. I don't believe so.	24 Q. (BY MR. FREEMAN) Do you know who drafted
25	Q. How did that relationship come about?	25 Exhibit 2, which is the next page of Exhibit 17 of this
23	Q. Thow did that relationship come about:	23 Exhibit 2, which is the next page of Exhibit 17 of this
	Page 163	Page 165
1	Page 163 A. Steve Bellah.	Page 165 1 exhibit of this deposition?
1 2		
	A. Steve Bellah.	1 exhibit of this deposition?
2	A. Steve Bellah.Q. Steve Bellah? Had Steve Bellah ever worked	1 exhibit of this deposition? 2 A. I do not.
2	A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before?	 exhibit of this deposition? A. I do not. Q. Do you know who drafted Exhibit 3, which is
2 3 4	A. Steve Bellah.Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before?A. I don't know.	 exhibit of this deposition? A. I do not. Q. Do you know who drafted Exhibit 3, which is Exhibit 3 of Exhibit 17 of this deposition, Bates
2 3 4 5	A. Steve Bellah.Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before?A. I don't know.Q. Who was involved in drafting this Exhibit 17?	 exhibit of this deposition? A. I do not. Q. Do you know who drafted Exhibit 3, which is Exhibit 3 of Exhibit 17 of this deposition, Bates labeled D&T Partners, LLC 000518? Do you know who
2 3 4 5 6	 A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before? A. I don't know. Q. Who was involved in drafting this Exhibit 17? A. Presumably, Steve and Dorsey & Whitney. It looks fairly oh, I guess this has an exhibit of all the inventory. 	 exhibit of this deposition? A. I do not. Q. Do you know who drafted Exhibit 3, which is Exhibit 3 of Exhibit 17 of this deposition, Bates labeled D&T Partners, LLC 000518? Do you know who drafted this document? A. Exhibit 3, no, I don't know where this came from.
2 3 4 5 6 7 8	 A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before? A. I don't know. Q. Who was involved in drafting this Exhibit 17? A. Presumably, Steve and Dorsey & Whitney. It looks fairly oh, I guess this has an exhibit of all the inventory. Q. Let's look at that. If we look at Exhibit A 	 exhibit of this deposition? A. I do not. Q. Do you know who drafted Exhibit 3, which is Exhibit 3 of Exhibit 17 of this deposition, Bates labeled D&T Partners, LLC 000518? Do you know who drafted this document? A. Exhibit 3, no, I don't know where this came from. Q. Would Super G have been familiar with the
2 3 4 5 6 7 8 9	 A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before? A. I don't know. Q. Who was involved in drafting this Exhibit 17? A. Presumably, Steve and Dorsey & Whitney. It looks fairly oh, I guess this has an exhibit of all the inventory. Q. Let's look at that. If we look at Exhibit A to Exhibit 17, Mr. Cole 	 exhibit of this deposition? A. I do not. Q. Do you know who drafted Exhibit 3, which is Exhibit 3 of Exhibit 17 of this deposition, Bates labeled D&T Partners, LLC 000518? Do you know who drafted this document? A. Exhibit 3, no, I don't know where this came from. Q. Would Super G have been familiar with the various computer licenses that ACET Global had?
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2 3 4 5 6 7 8 9 10 11	 A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before? A. I don't know. Q. Who was involved in drafting this Exhibit 17? A. Presumably, Steve and Dorsey & Whitney. It looks fairly oh, I guess this has an exhibit of all the inventory. Q. Let's look at that. If we look at Exhibit A to Exhibit 17, Mr. Cole A. Yes. Q there's a definition of "collateral" that 	 exhibit of this deposition? A. I do not. Q. Do you know who drafted Exhibit 3, which is Exhibit 3 of Exhibit 17 of this deposition, Bates labeled D&T Partners, LLC 000518? Do you know who drafted this document? A. Exhibit 3, no, I don't know where this came from. Q. Would Super G have been familiar with the various computer licenses that ACET Global had? A. No. Q. Would it have been familiar with the various
2 3 4 5 6 7 8 9 10 11 12	A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before? A. I don't know. Q. Who was involved in drafting this Exhibit 17? A. Presumably, Steve and Dorsey & Whitney. It looks fairly oh, I guess this has an exhibit of all the inventory. Q. Let's look at that. If we look at Exhibit A to Exhibit 17, Mr. Cole A. Yes. Q there's a definition of "collateral" that really comprises all of Exhibit A. Do you know who	 exhibit of this deposition? A. I do not. Q. Do you know who drafted Exhibit 3, which is Exhibit 3 of Exhibit 17 of this deposition, Bates labeled D&T Partners, LLC 000518? Do you know who drafted this document? A. Exhibit 3, no, I don't know where this came from. Q. Would Super G have been familiar with the various computer licenses that ACET Global had? A. No. Q. Would it have been familiar with the various website domains that it maintained?
2 3 4 5 6 7 8 9 10 11 12 13 14	A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before? A. I don't know. Q. Who was involved in drafting this Exhibit 17? A. Presumably, Steve and Dorsey & Whitney. It looks fairly oh, I guess this has an exhibit of all the inventory. Q. Let's look at that. If we look at Exhibit A to Exhibit 17, Mr. Cole A. Yes. Q there's a definition of "collateral" that really comprises all of Exhibit A. Do you know who drafted that Exhibit A?	1 exhibit of this deposition? 2 A. I do not. 3 Q. Do you know who drafted Exhibit 3, which is 4 Exhibit 3 of Exhibit 17 of this deposition, Bates 5 labeled D&T Partners, LLC 000518? Do you know who 6 drafted this document? 7 A. Exhibit 3, no, I don't know where this came 8 from. 9 Q. Would Super G have been familiar with the 10 various computer licenses that ACET Global had? 11 A. No. 12 Q. Would it have been familiar with the various 13 website domains that it maintained? 14 A. Unlikely.
2 3 4 5 6 7 8 9 10 11 12 13 14 15	A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before? A. I don't know. Q. Who was involved in drafting this Exhibit 17? A. Presumably, Steve and Dorsey & Whitney. It looks fairly oh, I guess this has an exhibit of all the inventory. Q. Let's look at that. If we look at Exhibit A to Exhibit 17, Mr. Cole A. Yes. Q there's a definition of "collateral" that really comprises all of Exhibit A. Do you know who drafted that Exhibit A? A. I don't.	 exhibit of this deposition? A. I do not. Q. Do you know who drafted Exhibit 3, which is Exhibit 3 of Exhibit 17 of this deposition, Bates labeled D&T Partners, LLC 000518? Do you know who drafted this document? A. Exhibit 3, no, I don't know where this came from. Q. Would Super G have been familiar with the various computer licenses that ACET Global had? A. No. Q. Would it have been familiar with the various website domains that it maintained? A. Unlikely. Q. Would it be familiar with whether or not it
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before? A. I don't know. Q. Who was involved in drafting this Exhibit 17? A. Presumably, Steve and Dorsey & Whitney. It looks fairly oh, I guess this has an exhibit of all the inventory. Q. Let's look at that. If we look at Exhibit A to Exhibit 17, Mr. Cole A. Yes. Q there's a definition of "collateral" that really comprises all of Exhibit A. Do you know who drafted that Exhibit A? A. I don't. Q. There is an Exhibit 1 thereto. It's titled	1 exhibit of this deposition? 2 A. I do not. 3 Q. Do you know who drafted Exhibit 3, which is 4 Exhibit 3 of Exhibit 17 of this deposition, Bates 5 labeled D&T Partners, LLC 000518? Do you know who 6 drafted this document? 7 A. Exhibit 3, no, I don't know where this came 8 from. 9 Q. Would Super G have been familiar with the 10 various computer licenses that ACET Global had? 11 A. No. 12 Q. Would it have been familiar with the various 13 website domains that it maintained? 14 A. Unlikely. 15 Q. Would it be familiar with whether or not it 16 had a QuickBooks account?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before? A. I don't know. Q. Who was involved in drafting this Exhibit 17? A. Presumably, Steve and Dorsey & Whitney. It looks fairly oh, I guess this has an exhibit of all the inventory. Q. Let's look at that. If we look at Exhibit A to Exhibit 17, Mr. Cole A. Yes. Q there's a definition of "collateral" that really comprises all of Exhibit A. Do you know who drafted that Exhibit A? A. I don't. Q. There is an Exhibit 1 thereto. It's titled "Inventory."	1 exhibit of this deposition? 2 A. I do not. 3 Q. Do you know who drafted Exhibit 3, which is 4 Exhibit 3 of Exhibit 17 of this deposition, Bates 5 labeled D&T Partners, LLC 000518? Do you know who 6 drafted this document? 7 A. Exhibit 3, no, I don't know where this came 8 from. 9 Q. Would Super G have been familiar with the 10 various computer licenses that ACET Global had? 11 A. No. 12 Q. Would it have been familiar with the various 13 website domains that it maintained? 14 A. Unlikely. 15 Q. Would it be familiar with whether or not it 16 had a QuickBooks account? 17 A. I don't know. Unlikely.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before? A. I don't know. Q. Who was involved in drafting this Exhibit 17? A. Presumably, Steve and Dorsey & Whitney. It looks fairly oh, I guess this has an exhibit of all the inventory. Q. Let's look at that. If we look at Exhibit A to Exhibit 17, Mr. Cole A. Yes. Q there's a definition of "collateral" that really comprises all of Exhibit A. Do you know who drafted that Exhibit A? A. I don't. Q. There is an Exhibit 1 thereto. It's titled "Inventory." A. I see it.	1 exhibit of this deposition? 2 A. I do not. 3 Q. Do you know who drafted Exhibit 3, which is 4 Exhibit 3 of Exhibit 17 of this deposition, Bates 5 labeled D&T Partners, LLC 000518? Do you know who 6 drafted this document? 7 A. Exhibit 3, no, I don't know where this came 8 from. 9 Q. Would Super G have been familiar with the 10 various computer licenses that ACET Global had? 11 A. No. 12 Q. Would it have been familiar with the various 13 website domains that it maintained? 14 A. Unlikely. 15 Q. Would it be familiar with whether or not it 16 had a QuickBooks account? 17 A. I don't know. Unlikely. 18 Q. We'll look here at Exhibit 3. The fourth item
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before? A. I don't know. Q. Who was involved in drafting this Exhibit 17? A. Presumably, Steve and Dorsey & Whitney. It looks fairly oh, I guess this has an exhibit of all the inventory. Q. Let's look at that. If we look at Exhibit A to Exhibit 17, Mr. Cole A. Yes. Q there's a definition of "collateral" that really comprises all of Exhibit A. Do you know who drafted that Exhibit A? A. I don't. Q. There is an Exhibit 1 thereto. It's titled "Inventory." A. I see it. Q. Do you know who drafted that?	2 A. I do not. 3 Q. Do you know who drafted Exhibit 3, which is 4 Exhibit 3 of Exhibit 17 of this deposition, Bates 5 labeled D&T Partners, LLC 000518? Do you know who 6 drafted this document? 7 A. Exhibit 3, no, I don't know where this came 8 from. 9 Q. Would Super G have been familiar with the 10 various computer licenses that ACET Global had? 11 A. No. 12 Q. Would it have been familiar with the various 13 website domains that it maintained? 14 A. Unlikely. 15 Q. Would it be familiar with whether or not it 16 had a QuickBooks account? 17 A. I don't know. Unlikely. 18 Q. We'll look here at Exhibit 3. The fourth item 19 here is "Seller's computer software and licenses,
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before? A. I don't know. Q. Who was involved in drafting this Exhibit 17? A. Presumably, Steve and Dorsey & Whitney. It looks fairly oh, I guess this has an exhibit of all the inventory. Q. Let's look at that. If we look at Exhibit A to Exhibit 17, Mr. Cole A. Yes. Q there's a definition of "collateral" that really comprises all of Exhibit A. Do you know who drafted that Exhibit A? A. I don't. Q. There is an Exhibit 1 thereto. It's titled "Inventory." A. I see it. Q. Do you know who drafted that? A. I don't.	2 A. I do not. 3 Q. Do you know who drafted Exhibit 3, which is 4 Exhibit 3 of Exhibit 17 of this deposition, Bates 5 labeled D&T Partners, LLC 000518? Do you know who 6 drafted this document? 7 A. Exhibit 3, no, I don't know where this came 8 from. 9 Q. Would Super G have been familiar with the 10 various computer licenses that ACET Global had? 11 A. No. 12 Q. Would it have been familiar with the various 13 website domains that it maintained? 14 A. Unlikely. 15 Q. Would it be familiar with whether or not it 16 had a QuickBooks account? 17 A. I don't know. Unlikely. 18 Q. We'll look here at Exhibit 3. The fourth item 19 here is "Seller's computer software and licenses, 20 including but not limited to its QuickBooks,
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before? A. I don't know. Q. Who was involved in drafting this Exhibit 17? A. Presumably, Steve and Dorsey & Whitney. It looks fairly oh, I guess this has an exhibit of all the inventory. Q. Let's look at that. If we look at Exhibit A to Exhibit 17, Mr. Cole A. Yes. Q there's a definition of "collateral" that really comprises all of Exhibit A. Do you know who drafted that Exhibit A? A. I don't. Q. There is an Exhibit 1 thereto. It's titled "Inventory." A. I see it. Q. Do you know who drafted that? A. I don't. Q. Was it your testimony that Super G did not	2 A. I do not. 3 Q. Do you know who drafted Exhibit 3, which is 4 Exhibit 3 of Exhibit 17 of this deposition, Bates 5 labeled D&T Partners, LLC 000518? Do you know who 6 drafted this document? 7 A. Exhibit 3, no, I don't know where this came 8 from. 9 Q. Would Super G have been familiar with the 10 various computer licenses that ACET Global had? 11 A. No. 12 Q. Would it have been familiar with the various 13 website domains that it maintained? 14 A. Unlikely. 15 Q. Would it be familiar with whether or not it 16 had a QuickBooks account? 17 A. I don't know. Unlikely. 18 Q. We'll look here at Exhibit 3. The fourth item 19 here is "Seller's computer software and licenses, 20 including but not limited to its QuickBooks, 21 ShipStation, and Microsoft 365 software and licenses."
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before? A. I don't know. Q. Who was involved in drafting this Exhibit 17? A. Presumably, Steve and Dorsey & Whitney. It looks fairly oh, I guess this has an exhibit of all the inventory. Q. Let's look at that. If we look at Exhibit A to Exhibit 17, Mr. Cole A. Yes. Q there's a definition of "collateral" that really comprises all of Exhibit A. Do you know who drafted that Exhibit A? A. I don't. Q. There is an Exhibit 1 thereto. It's titled "Inventory." A. I see it. Q. Do you know who drafted that? A. I don't. Q. Was it your testimony that Super G did not engage in any direct physical inventory of a borrower's	2 A. I do not. 3 Q. Do you know who drafted Exhibit 3, which is 4 Exhibit 3 of Exhibit 17 of this deposition, Bates 5 labeled D&T Partners, LLC 000518? Do you know who 6 drafted this document? 7 A. Exhibit 3, no, I don't know where this came 8 from. 9 Q. Would Super G have been familiar with the 10 various computer licenses that ACET Global had? 11 A. No. 12 Q. Would it have been familiar with the various 13 website domains that it maintained? 14 A. Unlikely. 15 Q. Would it be familiar with whether or not it 16 had a QuickBooks account? 17 A. I don't know. Unlikely. 18 Q. We'll look here at Exhibit 3. The fourth item 19 here is "Seller's computer software and licenses, 20 including but not limited to its QuickBooks, 21 ShipStation, and Microsoft 365 software and licenses." 22 Is that a standard provision in Super G's
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before? A. I don't know. Q. Who was involved in drafting this Exhibit 17? A. Presumably, Steve and Dorsey & Whitney. It looks fairly oh, I guess this has an exhibit of all the inventory. Q. Let's look at that. If we look at Exhibit A to Exhibit 17, Mr. Cole A. Yes. Q there's a definition of "collateral" that really comprises all of Exhibit A. Do you know who drafted that Exhibit A? A. I don't. Q. There is an Exhibit 1 thereto. It's titled "Inventory." A. I see it. Q. Do you know who drafted that? A. I don't. Q. Was it your testimony that Super G did not	2 A. I do not. 3 Q. Do you know who drafted Exhibit 3, which is 4 Exhibit 3 of Exhibit 17 of this deposition, Bates 5 labeled D&T Partners, LLC 000518? Do you know who 6 drafted this document? 7 A. Exhibit 3, no, I don't know where this came 8 from. 9 Q. Would Super G have been familiar with the 10 various computer licenses that ACET Global had? 11 A. No. 12 Q. Would it have been familiar with the various 13 website domains that it maintained? 14 A. Unlikely. 15 Q. Would it be familiar with whether or not it 16 had a QuickBooks account? 17 A. I don't know. Unlikely. 18 Q. We'll look here at Exhibit 3. The fourth item 19 here is "Seller's computer software and licenses, 20 including but not limited to its QuickBooks, 21 ShipStation, and Microsoft 365 software and licenses." 22 Is that a standard provision in Super G's 23 documents?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. Steve Bellah. Q. Steve Bellah? Had Steve Bellah ever worked with Mr. Makel before? A. I don't know. Q. Who was involved in drafting this Exhibit 17? A. Presumably, Steve and Dorsey & Whitney. It looks fairly oh, I guess this has an exhibit of all the inventory. Q. Let's look at that. If we look at Exhibit A to Exhibit 17, Mr. Cole A. Yes. Q there's a definition of "collateral" that really comprises all of Exhibit A. Do you know who drafted that Exhibit A? A. I don't. Q. There is an Exhibit 1 thereto. It's titled "Inventory." A. I see it. Q. Do you know who drafted that? A. I don't. Q. Was it your testimony that Super G did not engage in any direct physical inventory of a borrower's assets?	2 A. I do not. 3 Q. Do you know who drafted Exhibit 3, which is 4 Exhibit 3 of Exhibit 17 of this deposition, Bates 5 labeled D&T Partners, LLC 000518? Do you know who 6 drafted this document? 7 A. Exhibit 3, no, I don't know where this came 8 from. 9 Q. Would Super G have been familiar with the 10 various computer licenses that ACET Global had? 11 A. No. 12 Q. Would it have been familiar with the various 13 website domains that it maintained? 14 A. Unlikely. 15 Q. Would it be familiar with whether or not it 16 had a QuickBooks account? 17 A. I don't know. Unlikely. 18 Q. We'll look here at Exhibit 3. The fourth item 19 here is "Seller's computer software and licenses, 20 including but not limited to its QuickBooks, 21 ShipStation, and Microsoft 365 software and licenses." 22 Is that a standard provision in Super G's

Page 166 Page 168 1 standard document in Super G's transactional library? 1 Q. Is that where Super G had done business, with 2 MR. PERRIN: Objection, form. 2 respect to ACET Global, LLC, in the past? 3 A. I wouldn't -- no, I don't think so. 3 A. The 750,000 or million dollar loan agreement 4 Q. (BY MR. FREEMAN) Did Super G draft this 4 would have the company address, which was Granite Park 5 exhibit? 5 Two, 5700 Granite Parkway, Plano, Texas. 6 6 Q. And what about the subsequent notes? 7 Q. Do you know if Super G had any communications 7 A. I believe the company had consolidated or 8 8 regarding any of these exhibits? moved out of something to save money, but I'm -- I don't 9 9 A. I don't know. know the details there of the subsequent notes. I see a 10 Q. When did Super G -- when did Super G begin the 10 loan agreement. They -- they would have been -- let me 11 foreclosure process? 11 say it this way. My guys would get it right the first 12 A. Well, the bill of sale and the agreement that 12 time, and then not amend it. So I think from Super G 13 Capital's standpoint, ACET Global, LLC, is at this -you show here, January 1, 2019, is the foreclosure 13 Q. Okay. 14 process. Clearly, through the fall of 2018, the company 14 15 was struggling, presumably insolvent if we saw a 15 A. -- Suite 435. 16 financial statement; and Bellah, on behalf of Super G, 16 Q. Why was Julie Smith of Hallett & Perrin CC'd 17 and Baymark were discussing what a restructuring or 17 18 liquidation plan would look like. 18 A. I don't know her, and I don't know why. 19 Q. Okay. And what's the date of this initiation 19 Q. Was she reflected in any of the transactional 20 letter, this document that begins the foreclosure 20 documents at that point in time? 21 MR. PERRIN: Objection, form. 21 process? 22 A. January 31, 2019. 22 A. That I'm aware. But, again, Steve Bellah and 23 Q. Okay. Now, we were looking at a document 23 Dorsey & Whitney led that transaction. 2.4 earlier that reflected that Super G obtained warrants 2.4 Q. (BY MR. FREEMAN) Okay. Were they in 25 with respect to 40 percent of Windspeed on October 18th, 25 communication with Baymark 's counsel? Page 167 Page 169 2018 --1 1 A. I know they were in communication with 2 Baymark. As far as Baymark's counsel, I'm not sure. 2 A. Yes. 3 3 Q. - is that correct? Q. Were they in communication with Baymark's 4 4 A. Yes. counsel or Baymark in the weeks leading up to this 5 5 Q. Why the delay for this document? January 31st, 2019, letter? MR. BLAKLEY: Objection, form. 6 A. I know that representatives of Super G were 6 7 7 Q. (BY MR. FREEMAN) Why the delay with respect speaking with Baymark leading up to the October 18 8 8 to the January 31st, 2019, document that's reflected in restructuring agreement. 9 Exhibit 17? 9 Q. If you look on the third page of the 10 A. I don't know. 10 document --11 MR. BLAKLEY: Objection, form. 11 A. Yes. 12 12 Q. (BY MR. FREEMAN) Did you receive a response Q. -- an individual named Tomer Damti, do you 13 13 to this letter? know who Mr. Damti is? 14 14 A. No. A. He is the -- I believe he's the founder of the 15 15 Q. Why did you send it to the attention of David business, was the seller in the transaction, and was 16 Hook? 16 briefly the CEO post-closing. 17 17 Q. Okay. If I represent to you that he was CEO A. I don't know. I was -- this was definitely 18 given to me, as I said, execution ready and with strict 18 until February 12th of 2018 -- well, I will say, I will 19 instructions on the delivery. 19 represent to you that he was CEO until February 12th of Q. From Mr. Bellah? 2018 of ACET Global. Up until that time, did ACET 2.0 20 21 21 Global miss a payment to Super G? 22 Q. Why was it sent to 5700 Granite Parkway, Suite 22 A. The loan history was not good. And I don't --23 435, Plano, Texas? 23 I could access the worksheet of payments, but I see that 2.4 A. I don't know what that is. Is that -- I don't 24 in December of 2017, Amendment Number 1, "Reducing 25 know. 25 payments due to cash problems." So I would -- I'm not

	Page 170		Page 172
1	aware that the company missed a payment, but it was	1	requirement under the then existing note?
2	unable to make its full payments by the end of the	2	MR. PERRIN: Objection, form.
3	year end of the year 2017.	3	A. It was amended again because the company
4	Q. So in light of or in spite of those notations,	4	couldn't make it, preventing a default.
5	is there anything in your do your records reflect	5	Q. (BY MR. FREEMAN) So when was it amended
6	that ACET Global had missed any payments under the	6	again?
7	existing note as of the end of 2017?	7	A. April.
8	MR. BLAKLEY: Objection, form.	8	Q. April of 2018?
9	A. Not aware that they missed a payment.	9	A. Yes.
10	Q. (BY MR. FREEMAN) Did they miss a payment in	10	Q. Did ACET Global make its March 2018 payment on
11	January of 2018?	11	the note?
12	A. I could take a break and answer that, but my	12	A. No.
13	notes are that we we did a reduction in December, and	13	Q. So in the first month in which Mr. Szeto was
14	then again in March of 2018. I don't know that payments	14	the CEO of ACET Global, did ACET Global fail to make the
15	were missed. The company maintained I think of	15	payment to Super G?
16	missed payments as typically the company doesn't want to	16	A. My notes from my conversation with Alex who
17	pay us, isn't communicating. So the company was	17	had access to the detailed payment records said that the
18	communicating with Super G Capital that it needed help	18	company that we did a forbearance in April '18 as the
19	to make its payments beginning in December and	19	company failed to make payments in March.
20	continuing through the rest of the relationship.	20	Q. Okay. So if March was the first month
21	Q. In the interest of time, let's say had it	21	first full month in which Mr. Szeto was serving as the
22	defaulted as of the end of 2017?	22	CEO of ACET Global, then ACET Global failed to make its
23	A. No.	23	required note payment in his first month as CEO?
24	Q. Had it defaulted as of the end of	24	A. Yes.
25	January 2018?	25	Q. Was the collateral that's described in Exhibit
		-	
	Dage 171		Dage 173
	Page 171		Page 173
1	A. No, because it was restructured. It was	1	A and the Exhibit 1, 2, and 3 that follows that, in,
2	A. No, because it was restructured. It was amended.	2	A and the Exhibit 1, 2, and 3 that follows that, in, just for clarification, what is marked as Exhibit 17 of
2	A. No, because it was restructured. It was amended. Q. In January of 2018?	2 3	A and the Exhibit 1, 2, and 3 that follows that, in, just for clarification, what is marked as Exhibit 17 of this deposition did that collateral was that
2 3 4	A. No, because it was restructured. It was amended.Q. In January of 2018?A. I believe in December of 2017, the payments	2 3 4	A and the Exhibit 1, 2, and 3 that follows that, in, just for clarification, what is marked as Exhibit 17 of this deposition — did that collateral — was that collateral surrendered to Super G Capital?
2 3 4 5	 A. No, because it was restructured. It was amended. Q. In January of 2018? A. I believe in December of 2017, the payments were reduced. 	2 3 4 5	A and the Exhibit 1, 2, and 3 that follows that, in, just for clarification, what is marked as Exhibit 17 of this deposition did that collateral was that collateral surrendered to Super G Capital? A. I will say we took it.
2 3 4 5 6	 A. No, because it was restructured. It was amended. Q. In January of 2018? A. I believe in December of 2017, the payments were reduced. Q. There was an amended and restated note; is 	2 3 4 5 6	A and the Exhibit 1, 2, and 3 that follows that, in, just for clarification, what is marked as Exhibit 17 of this deposition did that collateral was that collateral surrendered to Super G Capital? A. I will say we took it. Q. What do you mean by that?
2 3 4 5 6 7	 A. No, because it was restructured. It was amended. Q. In January of 2018? A. I believe in December of 2017, the payments were reduced. Q. There was an amended and restated note; is that correct? 	2 3 4 5 6 7	A and the Exhibit 1, 2, and 3 that follows that, in, just for clarification, what is marked as Exhibit 17 of this deposition did that collateral was that collateral surrendered to Super G Capital? A. I will say we took it. Q. What do you mean by that? A. We exercised our rights under the foreclosure
2 3 4 5 6 7 8	 A. No, because it was restructured. It was amended. Q. In January of 2018? A. I believe in December of 2017, the payments were reduced. Q. There was an amended and restated note; is that correct? A. Which prevented the company from defaulting. 	2 3 4 5 6 7 8	A and the Exhibit 1, 2, and 3 that follows that, in, just for clarification, what is marked as Exhibit 17 of this deposition did that collateral was that collateral surrendered to Super G Capital? A. I will say we took it. Q. What do you mean by that? A. We exercised our rights under the foreclosure agreement. Those rights were not contested. So the
2 3 4 5 6 7 8	 A. No, because it was restructured. It was amended. Q. In January of 2018? A. I believe in December of 2017, the payments were reduced. Q. There was an amended and restated note; is that correct? A. Which prevented the company from defaulting. But the company was not in default at that time. 	2 3 4 5 6 7 8	A and the Exhibit 1, 2, and 3 that follows that, in, just for clarification, what is marked as Exhibit 17 of this deposition — did that collateral — was that collateral surrendered to Super G Capital? A. I will say we took it. Q. What do you mean by that? A. We exercised our rights under the foreclosure agreement. Those rights were not contested. So the — my understanding of the UCC provision is they became our
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	Page 174		Page 176
1	A. I believe he knew them.	1	you sent this Exhibit 17, did you know that Windspeed
2	Q. Okay. You say Super G took it or exercised	2	was going to have the inventory or assets reflected in
3	its rights over the collateral. When did it do that?	3	the collateral description?
4	MR. PERRIN: Objection, form.	4	A. Well, I think there were only two scenarios.
5	MR. FREEMAN: Ed, what's the basis for	5	One was that the company, if you will, or your client,
6	that?	6	objected and purchased it from us, which would have been
7	MR. PERRIN: You've asked him this same	7	the ideal scenario. And the other, which I deemed more
8	question about six different ways today.	8	likely, was Windspeed would buy it. So there was no
9	Q. (BY MR. FREEMAN) You can still answer it,	9	reason to move it.
10	Mr. Cole.	10	Q. Did was there no chance that anyone else
11	A. My understanding of the Article IX provision	11	would purchase it?
12	is that there is a waiting period. I don't know what	12	A. I don't know. I know that, you know, Steve
13	that waiting period is. I know that we were intent on	13	Bellah and I discussed doing a liquidation. They're
14	following it, both the disclosure requirements, the	14	very difficult for scenarios like this where you are
15	notification, the waiting period. So while I don't know	15	both sub-scale and then highly diversified across the
16	at what point it becomes legally our property, I'm	16	sku. So we didn't think there would be a long list of
17	thinking it would be pretty close it would be	17	buyers, but whether I know that we complied with what
18	sometime after January 31 and before March 1, when we	18	the Article IX is. If that was making a public
19	entered into the foreclosure sale agreement. And I	19	solicitation, we did it. But I was not aware of a
20	I'm confident of little in this transaction, but that if	20	reason we needed to protect and move it, which I have
21	we that we waited the statutory period, or whatever	21	had to do in another instance.
22	the required period is.	22	Q. Was at the time that this was this
23	Q. Okay. Who took possession of it?	23	letter this January 31st, 2019, letter was issued,
24	A. Physically?	24	based on your discussions with Steve Bellah, was it a
25	Q. Yes, sir.	25	foregone conclusion that Windspeed was going to end up
	Page 175		Page 177
- 1			
1	 A. I would I'm I believe Szeto. 	1	with the inventory?
2	A. I would I'm I believe Szeto.Q. Szeto? Well, did Super G ever take possession	1 2	with the inventory? MR. BLAKLEY: Objection, form.
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2 3 4 5 6	 Q. Szeto? Well, did Super G ever take possession of it? A. No. Q. Why did Szeto take possession of it? A. Well, it's clear to me the nature of the 	2 3 4 5 6	MR. BLAKLEY: Objection, form. MR. PERRIN: Objection, form. A. Again, I would have preferred if there was another party, but I wasn't aware other than your client of anyone who was looking for this material.
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	Page 178		Page 180
1	Q. (BY MR. FREEMAN) Did you tell anyone did	1	Q. ACET Global?
2	Super G tell anyone that it was going to take possession	2	A. And its management.
3	of the inventory?	3	Q. Was ACET Global and who was its management?
4	A. Beyond the parties on this letter?	4	A. Well, Baymark was the ownership group, and
5	Q. Correct.	5	Bill Szeto was the CEO.
6	A. I'm not aware of anyone else.	6	Q. Of ACET Global?
7	Q. Did it tell the parties on this letter that it	7	A. Yes.
8	was going to take possession of the inventory?	8	Q. At this time? And so Mr. Szeto was in
9	A. Well, I sent the letter myself to the parties	9	possession of the inventory at this time?
10	on the letter, so that's communicating.	10	A. Presumably, yes.
11	Q. But did you you indicated Super G did not	11	Q. Was Mr. Szeto the agent of Super G Capital?
12	actually take possession of the inventory?	12	MR. BLAKLEY: Objection, form.
13	A. Correct.	13	A. I'm not sure what that means.
14	Q. But did you tell the parties you were going	14	Q. (BY MR. FREEMAN) Was he acting as an agent of
15	to that Super G was going to take possession of it?	15	Super G Capital?
16	MR. BLAKLEY: Objection, form.	16	A. No.
17	A. We took legal possession; we didn't take	17	Q. I'm trying to piece together how it is that
18	physical possession.	18	Super G Capital had what you described as legal
19	Q. (BY MR. FREEMAN) Okay. So I want to ask you	19	possession of the inventory if you didn't have physical
20	to direct your attention to the last sentence of the	20	possession and it was in the possession of someone who
21	first paragraph of Exhibit 17. And it states, "Pursuant	21	was not your agent.
22	to Section 9.609(c) of the Code, the lender will take	22	A. I'm not familiar enough with either
23	possession of the collateral at the premises located at	23	foreclosure or the UCC Code to answer that. I know that
24	5700 Granite Parkway, Suite 435, Plano, Texas 75024, or	24	I thought I was following the legal guidance that we
25	wherever the collateral may be located."	25	were receiving to initiate a foreclosure, and that the
	Page 179		Page 181
1	Did you intend to take possession of the	1	inventory belonged to Super G Capital, whether I carted
2	collateral?	2	it off to Newport Beach or left it in ACET's possession.
3	MR. PERRIN: Objection, form.	3	Q. Okay. Did you get that understanding from
4	A. I intended to take ownership of it.	4	Mr. Bellah?
5		I -	
	Q. (BY MR. FREEMAN) Okay. But not possession?	5	A. Yes.
6	Q. (BY MR. FREEMAN) Okay. But not possession? MR. PERRIN: Objection, form.	6	A. Yes.Q. Is Mr. Bellah a licensed attorney in any
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	MR. PERRIN: Objection, form. A. This is my first Article IX, and I have never I had not, at this point, actually taken	6	Q. Is Mr. Bellah a licensed attorney in any state?A. No.
7 8 9	MR. PERRIN: Objection, form. A. This is my first Article IX, and I have never I had not, at this point, actually taken physical possession. I have done that subsequent to	6 7 8 9	Q. Is Mr. Bellah a licensed attorney in any state?A. No.Q. Did any other entity is it possible that
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Page 182 Page 184 O. Now, after this letter, did there come a time 1 A. Contractually or through the recapitalization that Super G actually foreclosed on the inventory? 2 2 3 MR. PERRIN: Objection, form. 3 Q. (BY MR. FREEMAN) Let's start with the 4 A. So my understanding is, after a passage of 4 recapitalization plan. 5 time outlined in the UCC code, that that foreclosure was 5 A. It appears there were negotiations on what the 6 6 restructuring would look like through the fall. What I in place. We did not come with a forklift, but my 7 7 understanding then, and even now, is that the passage of knew definitively is that there was a bill of sale 8 time and the lack of action on any other parties' part 8 executed, I guess, in March. 9 9 made that inventory ours, and the intellectual property Q. That's March of 2019, correct? 10 and receivables and everything else. 10 A. That's right. 11 Q. (BY MR. FREEMAN) Okay. Did -- just to be 11 Q. And when you referred to "fall," that's fall 12 clear, did Super G foreclose on ACET Global's assets in 12 of 2018? A. Yes. 13 13 Q. So were there discussions or negotiations 14 A. No. 14 15 MR. PERRIN: Objection, form. 15 going on between Super G Capital and Windspeed in the 16 Q. (BY MR. FREEMAN) Did Super G foreclose on 16 fall of 2018 regarding Windspeed acquiring the assets at 17 ACET Global's assets in October of 2018? 17 18 MR. PERRIN: Objection, form. 18 MR. PERRIN: Objection, form. 19 19 A. The assets that would be acquired in the Q. (BY MR. FREEMAN) What was the process at 20 20 foreclosure. Super G to authorize a foreclosure? Q. (BY MR. FREEMAN) Is that correct? 21 2.1 22 MR. PERRIN: Objection, form. 22 A. Yes. 23 A. The process was my issuance of this letter. 23 O. So in 2018, there were discussions and Q. (BY MR. FREEMAN) Okay. Did Super G incur any negotiations between Super G and Windspeed about 2.4 24 25 expenses in the foreclosure process? Windspeed ultimately acquiring the assets that Super G 25 Page 183 Page 185 1 would acquire through a foreclosure of ACET Global? 1 A. Yes. Q. What were those? 2 MR. BLAKLEY: Objection, form. A. I'm -- legal. I mean, I had to pay counsel. 3 3 MR. PERRIN: Objection, form. 4 Q. Were there any other expenses, that you're 4 A. I see in December -- oh, this is December '17. 5 aware of? 5 Scratch that. 6 A. Not that I'm aware of. 6 In April, there was a forbearance 7 7 Q. How did you determine the 500 and -- was it agreement executed. In July, there was an email 8 \$516,000 valuation? 8 forbearance agreement down to a de minimis payment with 9 MR. BLAKLEY: Objection, form. 9 Windspeed -- with -- Baymark asked to put money in. 10 Q. (BY MR. FREEMAN) I did not hear that. 10 Going from \$15,000 a week, which was the initial loan 11 A. I did not respond. Super G Capital had an 11 agreement, down to between 500 and 1,000, this loan was outsourced accounting firm that handled close to 300 12 12 blinking bright red at Super G Capital. If we were a transactions over my tenure. Is it accurate to the 13 13 bank, we'd be reserving capital against it. 14 14 penny through every audit? I believe they took the So reviewing this, I would say there was 15 principal and interest owed from the loan agreement, and 15 panic by the summer of 2018. And by the fall of 2018, 16 would have gone through the loan agreement, added any 16 Super G, Steve Bellah, ACET, Baymark were discussing a 17 penalties or accruals that were permitted through the 17 variety of options, including a restructuring, including 18 agreement, plus all of the legal, which the lender is 18 presumably where we landed. So the summer was blinking 19 entitled to collect. And based on a \$490,000 19 red, and the fall discussions were on their way. 2.0 approximate principal balance that I see and the 516, Q. (BY MR. FREEMAN) Okay. So in 2018, it's your 20 21 that there is \$26,000 in legal expense and miscellaneous 21 belief that Super G discussed with Windspeed Windspeed's 22 permitted expenses. 22 acquisition of ACET Global's assets through a 23 Q. Okay. With respect to the foreclosure sale, 23 foreclosure? 24 when did Windspeed agree to purchase the collateral? 24 MR. PERRIN: Objection, form. 25 MR. PERRIN: Objection, form. 25 A. Did you say summer or fall?

	Page 186		Page 188
1	Q. (BY MR. FREEMAN) Anytime in 2018.	1	and Dorsey & Whitney representing Super G Capital.
2	MR. PERRIN: Objection, form.	2	Q. So Hallett & Perrin was representing Windspeed
3	A. I believe by the fall, there was the notion of	3	Trading, LLC?
4	using Mr. Szeto's new company.	4	MR. PERRIN: Objection, form.
5	Q. (BY MR. FREEMAN) And that would be Windspeed,	5	A. That's a reasonable deduction here, assuming
6	correct?	6	that's correct.
7	MR. PERRIN: Objection, form.	7	Q. (BY MR. FREEMAN) So Hallett & Perrin was
8	A. Yes.	8	representing Windspeed Trading in the foreclosure sale
9	Q. (BY MR. FREEMAN) And those discussions	9	agreement with Super G?
10	involved Windspeed acquiring assets from Super G?	10	MS. HARD-WILSON: Objection, form.
11	MR. PERRIN: Objection, form.	11	A. Yes, they were representing Windspeed, not
12	A. Yes.	12	Super G.
13	Q. (BY MR. FREEMAN) And those assets were the	13	Q. (BY MR. FREEMAN) Okay. And what date was
14	assets that Super G acquired by foreclosing on ACET	14	this document executed?
15	Global; is that correct?	15	A. Should be the same, March yeah, March 1,
16	A. Well, it hadn't happened yet.	16	2019.
17	Q. That it would obtain by foreclosing on ACET	17	Q. So as of March 1, 2019, Perrin was aware that
18	Global?	18	Windspeed, his client, had purchased ACET Global's
19	MR. PERRIN: Objection, form.	19	assets from Super G Capital; is that correct?
20	Q. (BY MR. FREEMAN) Is that correct?	20	MR. BLAKLEY: Objection, form.
21	A. If there were no other offers or purchases	21	MR. PERRIN: Objection, form.
22	of or satisfaction of our debt.	22	A. Well, I'd say Julie Smith of the Hallett &
23	Q. Okay. Were there discussions by Super G with	23	Perrin firm was aware.
24	anyone else about that topic?	24	Q. (BY MR. FREEMAN) Okay.
25	A. I'm not aware.	25	MR. BLAKLEY: Hey, Jason, how close are
	Page 187		Page 189
			rage 107
1	Q. Okay. Mr. Cole, I have what's marked as	1	we getting? I'm if it's going to go on awhile
1 2	Q. Okay. Mr. Cole, I have what's marked as Exhibit 15 up on the screen. Are you familiar with this	1 2	
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	Page 190		Page 192
1	witness, or are you going to go six hours?	1	allegations. You're making fallacious statements.
2	MR. FREEMAN: Close to six. Probably not	2	Q. (BY MR. FREEMAN) Mr. Cole, we're still on
3	quite six.	3	Exhibit 15. Just going back to this. So counsel to
4	MR. PERRIN: Asking the same questions	4	Windspeed Trading was Hallett & Perrin; is that correct?
5	over and over again like you've been doing all day?	5	A. Yes, I believe so.
6	MR. FREEMAN: So I'm I'm happy	6	Q. I want to look down below. There is a what
7	we're this is not eating into my time right now. Do	7	appears to be the 18th page of Exhibit 15, there's a
8	we want to go back to questioning, or does Ed want to	8	Bill of Sale. Do you are you familiar with this
9	talk?	9	document?
10	MR. PERRIN: Ed's made his objections on	10	A. Yes.
11	the record.	11	Q. And there's an inventory appended to that
12	MR. FREEMAN: Excuse me?	12	document. Are you familiar with this?
13	MR. PERRIN: I've made my objections on	13	A. Yes.
14	the record to you to your use of the time in this	14	Q. That inventory appears to bear a date of
15	deposition and exceeding the use of the time.	15	1/2018 [sic] 2019; is that correct?
16	MR. FREEMAN: Okay. I'm going to go back	16	A. That's right.
17	to questioning now.	17	Q. And if you continue on in this document, there
18	THE WITNESS: Can I have one minute? I've	18	is appended to it an Exhibit 2, "Equipment"; is that
19	just I've got my	19	correct?
20	MR. FREEMAN: Oh, yes, sir.	20	A. Yes.
21	(Break taken from 8:19 p.m. to 8:19 p.m.)	21	Q. Are you familiar with this document?
22	MR. FREEMAN: We're on the record. Ed,	22	A. Yes.
23	there are some serious issues with you continuing on as	23	Q. And if you continue on, there's an Exhibit 3,
24	litigation counsel in this matter. It is clear you and	24	"Intellectual Property." Are you familiar with this
25	your firm have represented Windspeed in this matter and	25	document?
	,		
	Page 191		Page 193
1	have made some material misrepresentations as to the	1	A. Yes.
2	relationships of the parties.	2	Q. Following that, there is an Assignment and
3	MR. PERRIN: If you notice, my name is	3	Assumption Agreement. Have you seen this document
4	Perrin; it's not Smith.	4	before?
5	MR. FREEMAN: Right. I notice that.	5	A. Yes. I can't say I know exactly what it does
6	You've read the Rules that I've cited to you, correct?	6	versus the Bill of Sale Agreement.
7	MR. PERRIN: Yes, which also say that I	7	Q. Possibly generate legal fees?
8	can represent clients in this case.	8	A. Yeah, a lot of paper.
9	MR. FREEMAN: If you don't mind, maybe	9	MR. PERRIN: Objection, form.
10	send that to me where you see that reading.	10	Q. (BY MR. FREEMAN) And if you continue on,
11	MR. PERRIN: Oh, you'll see it. Don't	11	there's an Amended and Restated Business Loan and
12	worry.	12	Security Agreement. Have you seen this document before?
13	MR. FREEMAN: Okay. Do those Rules also	13	A. Okay. I understand now. So this was yes,
14	allow you to make misrepresentations to counsel?	14	assigning the ACET loan to Windspeed.
15	MR. PERRIN: Those Rules allow me to	15	Q. Okay. Now, is this assigning the ACET loan to
16	represent my client in this case. I am litigation	16	Windspeed, or is this a new loan?
17	counsel. I had no involvement in any of the underlying	17	A. Well, this is the from Super G Capital's
18	transactions. I'm not a fact witness.	18	perspective, this was a consideration for contributing
19	MR. FREEMAN: Okay.	19	the vacuum cleaner here and all of the smart phone
20	MR. PERRIN: And you're fully aware of	20	holders, et cetera.
21	that.	21	Q. So was it part of the deal that the Baymark
2.1	MD EDEEMAN, I'm alearly not	22	parties cut, that they would they would agree to a
22	MR. FREEMAN: I'm clearly not.		
	MR. PERRIN: Well, then you're making	23	note that's reflected here in Exhibit 15 in exchange for
22		23 24	note that's reflected here in Exhibit 15 in exchange for all of ACET Global's assets being contributed to
22 23	MR. PERRIN: Well, then you're making		

Page 194 Page 196 1 MR. PERRIN: Objection, form. 1 Foreclosure Sale Agreement. Did Mr. Szeto sign this MS. HARD-WILSON: Objection, form. 2 2 document on behalf of Windspeed? 3 A. I'd say -- I would answer it a little 3 4 differently, which is Windspeed agreed to purchase 4 Q. And did he sign at the same time as you? 5 everything in Super G Capital's possession from the ACET 5 A. I don't know how to answer that. I know that 6 foreclosure for the assumption of this note. 6 we have in our file an execution copy signed by all the 7 7 Q. (BY MR. FREEMAN) Okay. Well, why did you parties. 8 8 describe it as the assignment of ACET's note? Q. Do you have any reason to believe this 9 9 A. Well, I read "assignment and assumption," but signature page that's reflected here is not actually the 10 I'm not exactly sure what the legal significance is. 10 signature page of the Foreclosure Sale Agreement? 11 But this is the consideration. And it --11 MS. HARD-WILSON: Objection, form. 12 O. Oh. 12 A. No. I have no reason to believe that. Q. (BY MR. FREEMAN) Ask you, if you will, look at 13 13 A. It appears to be \$2,000 short. 14 Q. Okay. If you look down there at the payment 14 the footer on Page 1 of Exhibit 15. States "Foreclosure 15 amounts or the payment terms --15 Sale Agreement." A. Yes. 16 A. Yes. 16 17 Q. -- down at the bottom, I believe it calls for 17 Q. And then the footer on Page 2, "Foreclosure 18 the first three monthly payments of 2,000 a month, and 18 Sale Agreement." And Page 3, "Foreclosure Sale 19 5,000 a month after that, and continues to ramp up? 19 Agreement." And this goes on. I'll ask you, if you 20 A. Yes. 20 look at the signature pages and the footer reflected 21 Q. Were those payments -- were all of those -- I 21 therein, it refers to an Asset Purchase Agreement? 22 see the final payment reflects March 20, 2021. Were all 22 A. Yeah, I see that. 23 of those payments made to Super G? 23 Q. I believe with respect to your signature page, it, likewise, refers to an Asset Purchase Agreement. Do 2.4 A. No. 2.4 25 Q. No? 25 you have any reason to believe these signature pages may Page 195 Page 197 1 1 A. No, I wish. The company was not able to make not actually be signature pages to the Foreclosure Sale 2 2 all of those payments. Agreement? 3 MS. HARD-WILSON: Objection, form. 3 Q. When did it first default on its payments? 4 4 A. I can find the answer to that, but I would --A. I don't think so, but I --- again, I know 5 if I took a -- I'd be speculating, but the company made 5 the -- Alex Godinez and I have done a few hundred loans 6 6 together, and I know he felt that we have all of the payments until they couldn't, and it did not last very 7 7 proper execution documents, particularly because we were 8 8 Q. Does that mean, like, it only made payments sensitive to the Article IX, which is something we 9 for a month or two after this note? 9 hadn't done before. So I can't explain that other 10 A. Longer than that. Let me -- I will ask my 10 than -- I mean, I'm in a closing right now that I've 11 controller. And I don't know if I'll get a quick answer 11 taken a six-and-a-half-hour break from, and I'm signing 12 12 because we're heads down on something, but I will ask. things people put in front of me. 13 Q. (BY MR. FREEMAN) You're getting close to the 13 A. The only advantage of a Zoom deposition. I'll 14 end with me. 14 15 15 come back to that if he tells me, but I don't know the A. Okay. 16 16 Q. Believe it or not, you may be to the end. Q. Okay. Are you familiar with Super G's tax 17 You had mentioned that there were some 17 18 returns? 18 binders, I think, prepared in preparation for this; is 19 A. What specifically? 19 that correct? 20 Q. Whether or not any of the Baymark parties 20 A. Yes, prepared by Mr. Blakley. 21 appear or are reflected on those returns in any way. 21 Q. And did you review those documents in 22 A. They would not. As I said, Super G Capital is 22 preparation for this deposition? 23 effectively a pass-through to the Ginsberg family. 23 A. I did. 24 Q. Okay. Looking at -- I'm drawing your 24 Q. What other documents, generally, did you 25 attention back to Exhibit 15, with respect to the 25 review?

	Page 198	Page 200
1		
1	A. The execution versions of the documents that	what we did today, so I appreciate it.
2	were in the Super G Capital file library, which were	2 (End of proceedings.)
3	principally the loan agreement, the two-page credit memo	3
4	that I mentioned, the foreclosure sale agreement,	4
5	the warrant no, not the warrant agreement the	5
6	operating agreement.	6
7	MR. FREEMAN: J.D., any problem with us	7
8	getting a copy of those binders?	8
9	MR. BLAKLEY: It is literally, I have a	9
10	copy I did duplicates. It's literally "Deposition of	10
11	Marc Cole, Plaintiff's Exhibits."	11
12	MR. FREEMAN: Are you telling me I've	12
13	already got a copy of all of it?	13
14	MR. BLAKLEY: You already got everything,	14
15	buddy.	15
16	MR. FREEMAN: All right.	16
17	MR. BLAKLEY: I mean, I can make it a	17
18	triplicate. Here's the other one; Defendants' Exhibits.	18
19	MR. FREEMAN: I don't want it as long as	19
20	you will represent to me that all that's in there are	20
21	the exhibits that were put forward or transmitted for	21
22	this deposition.	22
23	MR. BLAKLEY: I make that representation.	23
24	MR. FREEMAN: Please don't copy them for	24
25	me then.	25
	Page 199	Page 201
1	Page 199 MR. BLAKLEY: Okay.	Page 201 1 CHANGES AND SIGNATURE
1 2		
	MR. BLAKLEY: Okay.	1 CHANGES AND SIGNATURE
2	MR. BLAKLEY: Okay. MR. FREEMAN: With that, Marc Mr. Cole,	1 CHANGES AND SIGNATURE 2 WITNESS NAME: MARC COLE
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	Page 202	Page 204
1	I, MARC COLE, have read the foregoing	1 deposition is as follows:
2	deposition and hereby affix my signature that same is	2 MR. JASON B. FREEMAN - 05 HOURS:39 MINUTES
3	true and correct, except as noted above.	MR. EDWARD PERRIN - 00 HOURS:00 MINUTES
4	and correct, except as noted above.	3 MS. BRENDA HARD-WILSON - 00 HOURS:00 MINUTES 4 That pursuant to information given to the
5		4 That pursuant to information given to the 5 deposition officer at the time said testimony was taken,
6	MARC COLE	6 the following includes counsel for all parties of
7	THE STATE OF)	7 record:
8	COUNTY OF)	8 MR. JASON B. FREEMAN, Attorney for Plaintiffs MR. EDWARD PERRIN, Attorney for Defendants
9	cocki i or	9 BAYMARK ENTITIES, DAVID HOOK, TONY LUDLOW
10	Before me,, on this day	MS. BRENDA HARD-WILSON, Attorney for Defendant
11	personally appeared MARC COLE, known to me (or proved to	10 WINDSPEED TRADING, LLC 11 I further certify that I am neither counsel for.
12	me under oath or through)	11 I further certify that I am neither counsel for, 12 related to, nor employed by any of the parties or
13	(description of identity card or other document) to be	13 attorneys in the action in which this proceeding was
14	the person whose name is subscribed to the foregoing	14 taken, and further that I am not financially or
15	instrument and acknowledged to me that they executed the	15 otherwise interested in the outcome of the action. 16 Further certification requirements pursuant to Rule
16	same for the purposes and consideration therein	17 203 of TRCP will be certified to after they have
17	expressed.	18 occurred.
18	Given under my hand and seal of office this	19 Certified to by me this 21st of April, 2021.
19	day of	20 21 /
20	,	22 MARY KAREN USHER, CSR # 5536
21		l ·
22	NOTARY PUBLIC IN AND FOR	Expiration: 1/31/2022 23 Firm Registration # 10278
23	THE STATE OF	USHER REPORTING SERVICES
24	COMMISSION EXPIRES:	24 1326 Lochness Drive
25		Allen, Texas 75013 25 (214) 755-1612
		25 (214) 755-1612
	Page 203	Page 205
1	NO. DC-19-09828	1 FURTHER CERTIFICATION UNDER RULE 203 TRCP
1 2	NO. DC-19-09828 D&T PARTNERS, LLC) IN THE DISTRICT COURT	FURTHER CERTIFICATION UNDER RULE 203 TRCP The original deposition was was not
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	NO. DC-19-09828 D&T PARTNERS, LLC	The original deposition was was not returned to the deposition officer; If returned, the attached Changes and Signature page contains any changes and the reasons therefore; If returned, the original deposition was delivered to MR. JASON FREEMAN, Custodial Attorney; That \$ is the deposition officer's charges to the Plaintiff for preparing the original deposition transcript and any copies of exhibits; That the deposition was delivered in accordance with Rule 203.3, and that a copy of this certificate was served on all parties shown herein on and filed with the Clerk. Certified to by me this day of, 2021. MARY KAREN USHER, CSR # 5536 Expiration: 1/31/2022 Firm Registration # 10278 USHER REPORTING SERVICES 1326 Lochness Drive Allen, Texas 75013 (214) 755-1612
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